



June 27, 2024

Rey Valdes

City Manager

CBRE | Public Institutions & Education Solutions
777 Brickell Ave #100
Miami, FL 33131
Attn: Lee Ann Korst, SE Regional Manager

Re: Letter Agreement between the City of Doral ("City") and CBRE Inc. ("CBRE") for Real Estate Services - Market Research, Massing, and Valuation pursuant to recently competitively bid and awarded Contract No. DMS-22/23-007A

Dear Ms. Lee Ann Korst,

As you know, the City previously engaged CBRE to provide real estate acquisition support services pursuant to the State of Florida Department of Management Services ("State") Contract No. DMS-12/13-007A, which has since expired.

The State conducted a new competitive solicitation for the same range of services and has awarded Contract No. DMS-22/23-007A to CBRE. In order to maintain continuity, the Parties agree to rescind the terms of the prior letter agreement dated October 12, 2023, and engage CBRE pursuant to the competitively solicited and awarded Contract No. DMS-22/23-007A (the "Contract").

Accordingly, CBRE shall provide services to the City in accordance with requirements specified in the Contract as further refined below. The following City of Doral requirements are applicable to this Letter Agreement:

1. This Letter Agreement, including appendices, and all matters relating thereto shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.
2. Where a benefit is conferred to the State under the Contract, the City shall serve as beneficiary as applicable for the implementation of the scope set forth in this Letter Agreement.
3. The following changes shall be incorporated to the Insurance and Indemnification clauses:
 - a. Section 8: Certificate holder must appear on the certificate of insurance as follows:

City of Doral
8401 NW 53 Terrace
Doral, FL 33166

- b. Section 9.4: Replace "Department" with "City of Doral"
 - c. Section 19.4: Replace "Department" with "City of Doral"
4. CBRE shall be a registered vendor with the City for the duration of this Letter Agreement.
5. CBRE shall provide the following real estate consulting services:
- a. Phase I – Upon the City's request, CBRE will conduct a market survey and provide the City with a list of available properties that meet the search criteria to be provided by the City.
 - b. Phase II - Upon selection of one or more properties by the City, CBRE will conduct market research and analysis to generate a comprehensive report. A separate purchase order will be issued prior to commencing each applicable Phase II report. The report shall include massing studies, financial analysis, market value estimates under different scenarios, highest and best use analysis, potential project risk, and revenue potential analysis. CBRE shall provide the City with a final report within four (4) weeks of the selection of the parcel and will revise as needed to ensure the report is in a form acceptable to the City. CBRE shall not commence Phase II for any parcel unless and until directed in writing by the City Manager or Designee.
6. Payment Terms:
- a. Upon completion of Phase II and delivery to the City of the Phase II Report for the selected parcel(s), the City will pay CBRE a flat fee of \$4,950 per parcel.
 - b. In no event shall the fees paid to CBRE under this letter agreement exceed thirty thousand dollars (\$30,000).

Please kindly confirm receipt of this letter and your agreement to the terms and conditions contained herein at your earliest convenience by executing the below.

Respectfully,



Rey Valdes
City Manager

Acknowledgement and acceptance by CBRE, Inc.:



Michael DiBlasi
Managing Director

7/8/24
Date



4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Pedro Allende, Secretary

CONTRACT NO. DMS-22/23-007A

REAL ESTATE SERVICES

ITN NO. DMS-22/23-007

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

CBRE, INC.

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ATTACHMENTS:

- Attachment A – Scope of Work
- Attachment B – Labor Rate Schedule
- Attachment C – Performance Standards and Guarantees
- Attachment D – Commission Schedule
- Attachment E – Engagement Checklist
- Attachment F – Service Credit Hours Accounting Form
- Attachment G – Credit Hours Direct Order Request & Approval Form
- Attachment H – Tenant Broker Evaluation Form
- Attachment J – List of Private Leases
- Attachment L – Commission Agreement
- Attachment M – Regional Map
- Attachment N – Contractor's Proposed Services

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Contract

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and CBRE, Inc (Contractor), with offices at 2100 McKinney Ave, Suite 1250 Dallas, Texas 75201 each a "Party" and referred to herein collectively as the "Parties".

The Parties enter into this Contract in accordance with the terms and conditions of Solicitation No. DMS-22/23-007, ITN, for Real Estate Services.

The Parties, therefore, agree as follows:

SECTION 1. DEFINITIONS

The following definitions apply in addition to the definitions in the PUR 1000 form, Attachment A – Scope of Work, and section 287.012, F.S., incorporated herein by reference.

- 1.1 Access:** To review, inspect, approach, instruct, communicate with, store Data in, retrieve Data from, or otherwise make use of any Data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access.
- 1.2 Business Day:** Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8 a.m. to 5 p.m., local time.
- 1.3 Calendar Day:** Any day in a month, including weekends and holidays.
- 1.4 Confidential Information:** Information in the possession or under control of the State or Vendor that is exempt from public disclosure pursuant to section 24, Article I of the Constitution of the State; the Public Records Law, Chapter 119, Florida Statutes; or to any other Florida law, federal law or regulation that serves to exempt information from public disclosure.
- 1.5 Contract:** The binding agreement resulting from ITN No. DMS-22/23-007 between the Department and the Contractor, consisting of the Contract Documents set forth in Section 4 herein.
- 1.6 Contract Manager:** The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.
- 1.7 Data:** A representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, whether it is exempt, confidential, or personal health information. Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.
- 1.8 Effective Date:** The date the Contract commences.

SECTION 2. TERM

- 2.1 Initial Term:** The initial term of the Contract will be for five years and will commence April 9, 2024.

- 2.2 Renewal Term:** Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part, for up to five years. The Contract may only be renewed in accordance with section 287.057(13), F.S. Any renewals shall be contingent upon satisfactory performance evaluations by the Department and is subject to the availability of funds.
- 2.3 Termination:** The Department, by 30 Calendar Days advance written notice to Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the Department's best interest to do so. The Contractor will not furnish any services after termination of the Contract, except as necessary to complete any continued portion of the Contract. The Contractor will not be entitled to recover any lost profits, consequential, special, punitive, consequential, or indirect damages or any other damages other than the payment amounts due for performance until the effective date of termination, including any fee as specified in Attachment D. Any contract for Lease Transaction Services between Contractor and an Eligible User shall remain valid through its specified term, and all terms and conditions of said contract shall survive the termination of this Contract.

SECTION 3. PAYMENTS

- 3.1 Pricing:** The Contractor shall not exceed the prices as stated in Attachment B – Labor Rate Schedule (as provided in the Contractor's Best and Final Offer). The Parties agree that this pricing will apply for the entire length of the Contract, including any renewal years. The Contractor may offer services at prices below the prices identified in Attachment B – Labor Rate Schedule.
- 3.2 Detail of Bills:** The Contractor shall submit bills for services in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation as needed.
- 3.3 Bills for Travel:** Travel expenses are not permitted under this Contract.
- 3.4 Payments:** The Parties agree that payments under this Contract shall be made for deliverables received in accordance with this Contract, to be paid after receipt of goods and/or services. The Department reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract or as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the State. The State may set off any liability or other obligation of Contractor or its affiliates to the State against any payments due Contractor under any contract with the State.
- Final Invoice:** The deliverables in Attachment A – Scope of Work must be completed by the Contract end date. The final invoice shall be due no later than 60 Calendar Days after the expiration or termination of this Contract.
- 3.5 Appropriations:** The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

SECTION 4. CONTRACT DOCUMENT

- 4.1 Contract Documents & Hierarchy:** This Contract sets forth the entire understanding of the Parties and consists of the documents listed below which are incorporated in their entirety into, and form part of this Contract. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):
- Any amendments to this Contract in reverse order,

- This Contract document,
- Attachment A – Scope of Work
- Attachment B – Labor Rate Schedule
- Attachment C – Performance Standards and Guarantees
- Attachment D – Commission Schedule
- General Contract Conditions, PUR 1000, as modified by Section 8 below,
- All other Attachments,
- Contractor's Best and Final Offer (excluding price, which shall be incorporated into Attachment B – Labor Rate Schedule).

4.2 Non-exclusive Contract: Nothing herein is intended to assure the Contractor that it is the only vendor providing the contractual services to the State, nor does it prohibit the State from procuring these services from additional vendors during the term of the Contract.

SECTION 5. CONTRACT ADMINISTRATION

5.1 Department Contract Administrator: The Contract Administrator whose responsibilities will be to maintain this Contract is as follows:

Araceli Serna
State of Florida, Department of Management Services
4050 Esplanade Way, Tallahassee FL 32399
Telephone: 850-414-7529
Email: Araceli.serna@dms.fl.gov

In the event that the Department changes the Contract Administrator, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

5.2 Department Contract Manager: The Department's Contract Manager who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be as follows:

Jennifer Reed
State of Florida, Department of Management Services
4050 Esplanade Way Tallahassee FL 32399
Telephone: 850-412-6855
Email: Jennifer.Reed@dms.fl.gov

In the event that the Department changes the Department Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

5.3 Contractor Administrator: The Contractor's employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be:

Lee Ann Korst
CBRE, INC.
2100 McKinney Ave, Suite 1250, Dallas Texas 75201
Telephone: 850-251-9319
Email: leeann.korst@cbre.com

In the event that the Contractor changes the Contractor Administrator, the Contractor will notify the Department in writing via email. Such changes do not require a formal written amendment to the Contract.

- 5.4 Diversity Reporting:** The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran-owned business enterprises in the economic life of the State. The Department of Management Services encourages supplier diversity through certification of business enterprises, advocacy and outreach, and Business Match Maker events. For additional information, please contact the Office of Supplier Diversity at 850-487-0915 or osdhelp@dms.fl.gov.

Upon request, the Contractor shall report to the Department spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code, and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

SECTION 6. COMPLIANCE WITH LAWS

- 6.1 Compliance:** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Chapter 287, F.S., Chapter 255, F.S., Rule 60H, Florida Administrative Code, and Rule 60A, Florida Administrative Code, govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or non-renewal of the Contract.
- 6.2 Notice of Legal Actions:** The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances, or licensing requirements in the United States within 30 Calendar Days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a Contract in the United States of similar size and scope to this Contract within 30 Calendar Days of the action being filed. Failure to notify the Department of a legal action within 30 Calendar Days of the action may be grounds for termination or nonrenewal of the Contract.
- 6.3 Convicted Vendor, Discriminatory Vendor, Antitrust Violator Vendor, and Suspended Vendor Lists:** Pursuant to sections 287.133, 287.134, 287.1351, and 287.137, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor, discriminatory vendor, antitrust violator vendor, or suspended vendor lists.
- 6.3.1 Convicted Vendor List:** Pursuant to section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public

entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

6.3.2 Discriminatory Vendor List: Pursuant to section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

6.3.3 Antitrust Violator Vendor List: Pursuant to section 287.137, F.S., a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

The Contractor shall notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the convicted vendor list, the discriminatory vendor list, and/or the antitrust violator vendor list during the life of the Contract.

6.3.4 Suspended Vendor List: In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

6.4 Cooperation with the Inspector General: Pursuant to section 20.055(5), F.S., the Contractor and any subcontractors understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

SECTION 7. DEPARTMENT OF STATE, CORPORATE STATUS CERTIFICATE

The Contractor and any subcontractors certify it is currently authorized to do business in the State and has submitted to the Department a copy of its registration with the Department of State, Division of Corporations. Website: <https://dos.myflorida.com/sunbiz/>

Title XXXVI, Business Organizations, F.S., lists the requirements that out-of-state entities must fulfill to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida (e.g., see section 607.1503(1), F.S., pertaining to corporations). Foreign entities may not transact business in the State until they obtain a certificate of authority from the Florida Department of State. Website: www.sunbiz.org.

SECTION 8. LIABILITY AND WORKER'S COMPENSATION INSURANCE

This paragraph replaces Section 35 of the PUR 1000. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be as follows:

- 8.1** Workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000.00 per accident, \$100,000.00 per person and \$500,000.00 policy aggregate) covering all employees engaged in any Contract work. The Contractor must require all Subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each Subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected;
- 8.2** Commercial general liability coverage on an occurrence basis in the minimum amount of \$1,000,000.00 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and
- 8.3** Automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$1,000,000.00, including hired and non-owned liability and \$5,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in the State of Florida. The Contractor shall have its insurance carrier note the Department as the certificate holder as provided below:

State of Florida, Department of Management Services
Division of Real Estate Development and Management
c/o Departmental Purchasing
4050 Esplanade Way, Suite 335
Tallahassee, Florida 32399-0950

SECTION 9. PUBLIC RECORDS

Any and all records produced or used regarding this Contract are subject to Florida's public records law, as set forth in Chapter 119 of the Florida Statutes. Contractor must comply with all applicable provisions of Florida's public records law. Violation of this section shall constitute grounds for termination of the Contract.

- 9.1 Access to Public Records:** The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Article I of the Florida Constitution and Chapter 119, F.S.
- 9.2 Redacted Copies of Confidential Information:** If the Contractor considers any portion of any documents, Data, or records submitted to the Department to be Confidential Information, the Contractor must simultaneously provide the Department with a separate copy of the documents, Data, or records it claims contains Confidential Information, with the portion containing the Confidential Information redacted, and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. Both copies shall contain the Contract name and number, and the unredacted

copy shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims contain Confidential Information.

9.3 Request for Redacted Information: In the event of a public records or other disclosure request pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. The Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

9.4 Indemnification: The Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the Contractor's determination that the redacted portions of its response are Confidential Information. If the Contractor fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, Data, or records submitted to the Department in response to a public records request or other lawful request for these records.

9.5 Contractor as Agent: Solely for the purposes of this section, the Department's Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, F.S., the Contractor shall:

9.5.1 Keep and maintain public records required by the public agency to perform the service.

9.5.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

9.5.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

9.5.4 Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9.5.5 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

SECTION 10. INTELLECTUAL PROPERTY

The Parties do not anticipate that any intellectual property will be developed as a result of this Contract. However, any intellectual property developed as a result of this Contract will belong to, and be the sole property of, the State of Florida. This provision will survive the termination or expiration of this Contract.

SECTION 11. E-VERIFY

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five Calendar Days of Contract execution. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five Calendar Days to the Contract Manager identifying the new hire with its E-Verify case number.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any Contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

SECTION 12. SCRUTINIZED COMPANIES – TERMINATION BY THE DEPARTMENT

In accordance with the requirements of section 287.135(5), F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>.

In accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent that it is not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed

on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

The State Board of Administration maintains the "Scrutinized List of Prohibited Companies" under the quarterly reports section at the following link: <https://www.sbafla.com/fsb/PerformanceReports.aspx>.

SECTION 13. GEOGRAPHIC LOCATION OF DATA AND SERVICES

The State of Florida requires that all Data generated, used, or stored by the Contractor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States. The State of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.

SECTION 14. RECORDS MANAGEMENT AND RETENTION

The Contractor must retain sufficient records to substantiate claims for payment under the Contract and must retain all other records that were made in relation to the Contract for the longer of five years after expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

SECTION 15. GIFTS

The Contractor agrees that it will not offer to give or give any gift to any State of Florida employee. This Contractor will ensure that its subcontractors, if any, will comply with this provision.

SECTION 16. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at 850-413-5516.

SECTION 17. MONITORING BY THE DEPARTMENT

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract and to interview clients, employees, and subcontractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may deliver to the Contractor a written report of its finding(s) and direct the development, by the Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

SECTION 18. AUDITS & INSPECTION OF RECORDS, PAPERS, AND DOCUMENTS

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

The Department may conduct or have conducted performance and/or compliance audits of any and all areas of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and Subcontractors' Data and records that directly relate to the Contract Services. To the extent necessary to verify the Contractor's fees and

claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 10 Business Days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's Contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

SECTION 19. BACKGROUND SCREENING, RECORD RETENTION, AND WARRANTY OF SECURITY

All Contractor employees, Subcontractors and agents performing work under the Contract must comply with all security and administrative requirements of the Department.

19.1 Background Screening: In addition to any background screening required by the Contractor as a condition of employment and the requirements found in the Scope of Work, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other person, hereinafter referred to as "Person" or "Persons," operating under their direction who directly perform services under the Contract, whether or not the Person has access to State of Florida Data, as well as those who have access, including indirect access, to State of Florida Data, whether or not they perform services under the Contract. The Contractor warrants that all Persons will have passed the Background Screening described herein before they have Access to Data or begin performing services under the Contract. The look-back period for such background screenings shall be for a minimum of six years where six years of historical information is available.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

- Social Security Number Trace; and
- Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such Data available).

The Contractor agrees that each Person will be screened as a prior condition for performing services or having access to State of Florida Data or begin to directly perform services at Facilities under the Contract. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file. The Contractor will abide by all applicable laws, rules, and regulations including, but not limited to the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations or ordinances. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results.

19.1.1 Disqualifying Offenses: If at any time it is determined that a Person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with access to State of Florida Data or directly performing services under the Contract until such time as a determination

regarding whether the Person should continue providing services under the Contract or have access to State of Florida Data has been made. The disqualifying offenses are crimes where the nature of the criminal activity is such that a reasonable person would agree that the Person's employment would create a risk of injury, loss, or damage to people and/or property of any State of Florida premises. Examples of these types of crimes include but may not be limited to the following:

- Computer related or information technology crimes
- Fraudulent practices, false pretenses and frauds, and credit card crimes
- Forgery and counterfeiting
- Violations involving checks and drafts
- Misuse of medical or personnel records
- Felony theft
- Murder/Manslaughter
- Petit Theft
- Burglary/Robbery
- Aggravated assault
- Sexual Battery
- Kidnapping/False Imprisonment

If the Contractor finds a Disqualifying Offense for a Person within the last six years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have access to State of Florida Data. The Contractor will consider the following factors only in making the determination: i.) nature and gravity of the offense, ii.) the amount of time that lapsed since the offense, iii.) the rehabilitation efforts of the person, and iv.) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed access to State of Florida Data, then Contractor shall maintain all criminal background screening information and the rationale for such access in the Person's employment file.

19.1.2 Refresh Screening: The Contractor will ensure that all background screening will be refreshed at least every two years from the time initially performed for each Person during the Term of the Contract.

19.1.3 Warrant of Security: "Warrant of Security" means a written document signed by the Contractor and submitted to the Department's Contract Manager in which the Contractor includes:

- The name of each individual or Person subject to a criminal background screening under the Contract, and the date of his or her most recent criminal background screening; and
- A statement confirming that the criminal background screening did not identify a disqualifying offense; or
- Notwithstanding the criminal background screening identifying a disqualifying offense, the individual was permitted to become a Person performing services by the Contractor as supported by an analysis using only the factors in subsection 19.1.1.

No Warrant of Security shall include the substance of criminal background screening results or any subsequent analysis.

19.1.3.1 Initial Warrant of Security: The Contractor will submit an Initial Warrant of Security before services are delivered under this Contract.

19.1.3.2 Annual Warrant of Security: The Contractor will submit a Warrant of Security to the Contract Manager by December 31st of each Contract year.

19.1.3.3 Supplemental Warrant of Security: The Contractor will submit a supplemental Warrant of Security to the Contract Manager before any individual subsequently hired by the Contractor, and becomes a Person, delivers services under this Contract.

19.1.4 Self-Disclosure: The Contractor shall ensure that all Persons have a responsibility to self-report within three Calendar Days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three Calendar Days, any arrest for any Disqualifying Offense. The Contractor shall notify the Department's Contract Manager within 24 hours of all details concerning any reported arrest.

19.2 Duty to Secure State Data: The Contractor will maintain the security of all Data shared with or generated in furtherance of this Contract by the Contractor ("State Data") including, but not limited to, maintaining a secure area around any displayed visible Data and ensuring Data is stored and secured when not in use. The Contractor will be responsible for ensuring that all third-party entities it contracts with to maintain, store, or process State Data on its behalf will comply with all Data security requirements of this section. The State will remain the owner of all State Data and any other Data made available by the State to the Contractor or its subcontractors pursuant to this Contract

19.3 Department's Ability to Audit Screening Compliance and Inspect Locations: The Department reserves the right to audit the Contractor's background screening process upon two Business Days prior written notice to the Contractor during the Term of the Contract. The Department will have the right to inspect the Contractor's working area, computer systems, and/or location upon two Business Days prior written notice to the Contractor to ensure that access to the State of Florida Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

19.4 Indemnification: The Contractor agrees to defend, indemnify, and hold harmless the Department, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of this section. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this section for a two year period of time following the breach.

SECTION 20. PERFORMANCE BOND

The Department will not require the Contractor to furnish a performance bond or other form of security for the faithful performance of work under this Contract.

SECTION 21. NO OFFSHORING

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the Real Estate Services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department and will entitle the Department to a credit of \$50,000 per violation, with a total cap of \$500,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of Real Estate Services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same offshore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

Notwithstanding any provision of this Contract to the contrary, the Contractor shall notify the Department as soon as possible and in all events within one Business Day in the event it discovers any Data is breached, any unauthorized access of State of Florida Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one employee/retiree or the entire population. The notification shall be clear and conspicuous and include a description of the following:

- 1) The incident in general terms.
- 2) The type of personal information that was subject to the unauthorized access and acquisition.
- 3) The number of individuals who were, or potentially have been affected by the breach.
- 4) The actions taken by the Contractor to protect the Data information from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

Upon becoming aware of an alleged security breach or security incident, the Contractor Security Officer shall set up a conference call with the Department's Contract Manager. The conference call invitation shall contain a brief description of the nature of the event. When possible, a 30 minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor shall notify the Department's Contract Manager and, in all events, within one Business Day.

The Contractor's failure to perform the obligations in this subsection shall also be an event of default and will entitle the Department to recover any other damages it incurs arising from a failure to perform the obligations in this subsection (including any actual out-of-pocket expenses incurred by the Department to investigate and remediate the violation) and/or to pursue injunctive relief.

SECTION 22. PREFERRED PRICING AFFIDAVIT

The Contractor recognizes and acknowledges that the price indicated in this Contract is a guaranteed maximum and that the Department expects to benefit from any changes in pricing and/or fees over the course of the Contract period.

The Contractor's prices under this Contract shall not exceed any in effect for substantially similar services provided by Contractor to any other public entity or organization of similar scope and size. If during the term of the Contract, the Contractor implements or provides any such client, whether a public or private entity, more favorable pricing than the pricing in this Contract for such substantially similar services, then the Contractor agrees to offer equivalent pricing terms to the Department. Should the Department accept the offer, the Department and Contractor shall then execute an amendment to this Contract to reflect the change in pricing.

To ensure compliance with this Section, the Contractor shall submit a completed Preferred Pricing Affidavit form to the Department annually. Such a form will be provided to Contractor by the Department for this purpose.

SECTION 23. SECTION 508 COMPLIANCE

The Contractor will comply with Section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1), F.S., states that "state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and Data comparable to the access and use by State employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency."

SECTION 24. SPECIFIC APPROPRIATION

The following is the specific state funds from which the state will make payment under the Contract:

- FY 2023-2024 GAA SB 250, Line 2855

SECTION 25. SUBCONTRACTORS

Any work performed in furtherance of the Contract by third-parties other than by the Contractor, subsequently referred to herein as subcontracted work, will be performed after the Contractor submits written notification of the subcontracted parties to the Contract Manager. By execution of the Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department because of any subcontract. The Contract terms applicable to subcontractors shall apply to the Contractor's affiliates, partners, teammates, or any other third-party vendors performing services in furtherance of the Contract (herein referred to as subcontractors). The Contractor is fully responsible for satisfactory completion of all subcontracted work including, but not limited to, subcontractor adherence to the performance standards and guarantees set forth in Attachment C – Performance Standards and Guarantees. A subcontractor providing services outlined in Attachment A - Scope of Work must meet the same qualifications as are detailed for the Contractor in Attachment A – Scope of Work such a State licensure.

SECTION 26. CONDUCT OF BUSINESS

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

SECTION 27. DATA SECURITY

27.1 Compliance with Security Laws: The Contractor must comply with all current and relevant industry standards related to information technology security and cybersecurity and any other State or federal rules and regulations regarding security of information, including, but not limited to, Chapters 119, 282, and 287, F.S., and Rule Title 60GG, F.A.C. The Contractor agrees to cooperate with the Department and perform all actions necessary to assist with all tasks in furtherance of the Department's efforts to comply with the obligations under section 501.171, F.S., and Rule Title 60GG, F.A.C, as applicable. This includes, but is not limited to, adherence to the cloud computing requirements set forth in Rule Chapter 60GG-4, F.A.C. Additionally, Contractor must provide electronic and information technology resources in complete compliance with the minimum accessibility standards provided in Rule 60- 8.002, F.A.C.

27.2 Duty to Secure State Data: The Contractor will maintain the security of all Data shared with or generated in furtherance of this Contract by the Contractor ("State Data") including, but not limited to, maintaining a secure area around any displayed visible Data and ensuring Data is stored and secured when not in use. The Contractor will be responsible for ensuring that all third-party entities it contracts with to maintain, store, or process State Data on its behalf will comply with all Data security requirements of this section. The State will remain the owner of all State Data and any other Data made available by the State to the Contractor or its subcontractors pursuant to this Contract.

In the event of a security breach involving State Data, or a credible allegation or suspicion of a security breach, the Contractor shall notify the Department's Contract Manager and Information Security Manager within one Business Day. "Security breach," for purposes of this section and Section 14, Background Screening and Security, will refer to any unauthorized access of State Data or unauthorized transmission of State Data that compromises the confidentiality, integrity, or availability of State Data, or any credible allegation or suspicion of a material violation of the above. "Access," for purposes of this section and Section 14, Background Screening and Security, shall mean the authority or ability to review, inspect, approach, instruct, communicate with, store Data in, retrieve Data from, or otherwise make use of any Data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access.

Notification is required regardless of the number of persons or type of State Data affected or potentially affected. The notification must be clear and conspicuous and include a description of the following:

- A. The incident in general terms.

- B. The type of information that was subject to the unauthorized access or acquisition.
- C. The type and number of entities who were, or potentially have been, affected by the security breach or suspected security breach.
- D. The actions taken by the Contractor to protect the State Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the security breach.

Upon becoming aware of an alleged security breach or security incident, the Contractor shall set up a conference call with the Department's Contract Manager and Information Security Manager (ism@dms.myflorida.com). The conference call invitation must contain a brief description of the nature of the event. When possible, a 30-minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all remedial actions of the Contractor.

The Contractor agrees that a security breach will entitle the State to a credit commensurate with the Department's internal staffing and administrative costs associated with managing the security breach as determined by the Department. Such credits will not preclude the Department from recovering other damages it may suffer as a result of the security breach.

27.3 State Data Access: The Contractor shall retain a list of all Persons with Access to Data, including a statement confirming that each Person has passed the Background Screening required herein. Such a statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall create a written policy for the protection of Data, including a policy and procedure for Access to Data.

The Contractor shall document and record, with respect to each instance of Access to Data:

- 1) The identity of all individual(s) who accessed Data in any way, whether those individuals are authorized Persons or not;
- 2) The duration of the individual(s)' access to Data, including the time and date at which the access began and ended;
- 3) The identity, form, and extent of Data accessed, including, but not limited to, whether the individual accessed partial or redacted versions of Data, read-only versions of Data, or editable versions of Data; and
- 4) The nature of the access to Data, including whether Data was edited or shared with any other individual or entity during the duration of the access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this subsection for the duration of this Contract and a period of no less than five years from the date of termination of this Contract and any Contract extensions. The written policy and information required in this subsection shall be included in the Department's audit and screening abilities as defined in subsection 19.3. The written policy and information required in this subsection shall also be

subject to immediate disclosure upon written or oral demand at any time by the Department or its designated agents or auditors.

Failure to compile, retain, and disclose the written policy and information as required in this subsection shall be considered a breach of the Contract. The resulting damages to the Department from a breach of this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The parties acknowledge that these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the Department the sum of \$1,000 for each breach of this subsection.

27.4 Data Security Notification Letter: In addition to the notice requirements set forth above, the Contractor shall provide to the Department, quarterly, documentation and notification of any security breach or attempted security breach involving State Data, including any Subcontractor or Contractor facility housing State Data. The notice will include a post-incident report documenting all containment, eradication, and recovery measures taken. In the event no breach or attempted breach has occurred, the Contractor shall provide written confirmation of such.

27.5 State Data Backup: The Department will have the right to establish backup security for any State Data and to keep backup copies of State Data in its possession if it chooses. At the Department's request, the Contractor will provide the Department with downloads of any State Data maintained by the Contractor in a format acceptable to the Department to enable the Department to maintain such backup copies.

SECTION 28. ASSIGNMENT

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

SECTION 29. INDEPENDENT CONTRACTOR

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

SO AGREED by the Parties' authorized representatives on the dates noted below:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C94713929499485...
Pedro Allende, Secretary

2/20/2024 | 9:50 PM EST

Date

CBRE, INC.

DocuSigned by:
Josh Bank
BAEB5B61FD7E4C4...
Signature

Josh Bank Managing Director

Print Name and Title

2/20/2024 | 1:28 PM PST

Date



The DP200 shall be completed accompanied by the final contract documents. Renewal Amendments shall also be accompanied by a Market Analysis Memo.

General Information

Document Type	<u>Contract</u>	Current Agreement Amount	<u>\$ 0.00</u>
Division	<u>REDM</u>	Amount of this modification	<u>\$ 0.00</u>
Agreement Title	<u>Real Estate Services</u>	Updated Agreement Amount	<u>\$ 0.00</u>
Agreement Number	<u>DMS-22/23-007A</u>	Updated Contract Term (months)	<u>60 months</u>
Contractor Name:	<u>CBRE, Inc.</u>	Est. Annual Spend	<u>\$0.00</u>
Procurement Method:	<u>J - Agency ITN [Section 287.057(1)(c), FS]</u>	Payment Method (fixed rate, cost reimbursement, etc.):	<u>Fixed Unit Rate</u>

Description of Purchase

Description: Contract for Real Estate Services

Authority for this agreement: 287.057 F.S

Budget Authority for this agreement: 2023-2024 GAA SB 250, Line 2855

Term Years	Start Date	Current End Date	New End Date	Renewal Years Remaining
5 Years	4/9/2024	4/8/2029		5 years

Verification of required provisions

The following information is contained in the attached documents, or required action has been taken.

Provision	Authority	Confirm Yes or No
OPB approval has been sought and given through the DMS CFO	Office of the Governor Memo #12-019 reinstating Executive Order 11-01	N/A
Contracts shall not include cost of living increases or pricing increases that exceed the current budget authority in either the initial or renewal term.	s. 216.311, F.S.	Yes
If services are performed statewide, the performance standards and financial consequences are reviewed on a regional or site basis and not measured in the aggregate.	s. 287.058 (e) and (h), F.S.	Yes
Completed DFS's Contract Checklist Attached (with page numbers)	Multiple	Yes
Contractor acting on behalf of state: Contracts, public records transfer to state	s.119.0701, F.S.	Yes
Preferred-pricing clause annual affidavit for contracts modified after 7/1/10	s. 216.0113, F.S.	Yes
Required utilization of E-Verify system	Executive Order 11-116	Yes
Vendor is not on scrutinized vendors lists (value > \$1M)	s.287.135, F.S.	Yes
Specific appropriation is identified in contracts with a value greater than \$5M	s.216.313, F.S.	N/A

Required Documents before rendering of services

Is a performance bond or letter of credit required before rendering of services? **No**

Is a warrant of security required before rendering of services? **Yes**

Savings

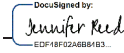
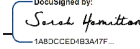

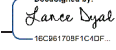
Yes/No	Description	Savings over the life of the contract
N/A		\$

Reviewers

Departmental Purchasing reviewer(s) / point(s) of contact for information or questions.

Title	Name	Phone
Contract Administrator:	Araceli Serna	850-414-7529
Purchasing Director / Deputy Director (DP):	Caitlen Boles	850-410-1423

Approvals

	Signature	Date
Contract Manager (Program Area):	 _____	<u>2/13/2024 4:49 PM EST</u>
Division Approval (Program Area):	 _____	<u>2/13/2024 6:02 PM EST</u>
Legal Approval (if applicable):	 _____	<u>2/14/2024 2:03 PM EST</u>
Budget Approval:	 _____	<u>2/20/2024 1:02 PM EST</u>

Scope of Work Does the agreement clearly:	Yes, No or N/A	Page number
establish the tasks to be performed by the provider?	Yes	Pg. 4-6
sufficiently identify activities/services?	Yes	Pg. 6-7
identify qualitative standards?	Yes	Pg.13-14
contain documentation requirements?	Yes	Pg. 12

Comments, if necessary:

Deliverables Does the agreement clearly have deliverables that:	Yes, No or N/A	Page number
divided into quantifiable, measurable, and verifiable units that must be received and accepted before payment is made?	Yes	Pg. 17
are related to the scope of work?	Yes	Pg. 17, Attachment C
specify required level of service to be performed?	Yes	Pg. 17, Attachment C
specify the criteria for evaluating successful completion of each deliverable?	Yes	Pg. 5, Attachment H
identify the amount of compensation for each major deliverable?	Yes	Pg. 5

Comments, if necessary:

Financial Consequences	Yes, No or N/A	Page number
Does the agreement specify the financial consequences that the agency must apply if the provider fails to perform in accordance with the contract?	Yes	SOW, p. 15-16 and Attachment C

Financial Assistance	Yes, No or N/A	Page number
If the agreement is with a recipient or sub-recipient of state or federal financial assistance: does it include the provisions required by CFOM #4 (05-06)?	N/A	

Additional Legal Requirements Does the agreement reference or contain the relevant provisions of s. 287.058, F.S.?	Yes, No or N/A	Page number
That bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper pre-audit and post-audit thereof.	Yes	Contract, pg. 5
That bills for any travel expenses be submitted in accordance with s. 112.061. A state agency may establish rates lower than the maximum provided in s. 112.061.	Yes	Contract, pg. 5
Allowing unilateral cancellation by the agency for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s. 119.07(1).	Yes	Contract, pg. 9
Specifying the criteria and the final date by which such criteria must be met for completion of the contract.	Yes	Contract, pg. 4
Specifying that the contract may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer, specifying the renewal price for the contractual service as set forth in the bid, proposal, or reply, specifying that costs for the renewal may not be charged, and specifying that renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to s.287.057(3)(a) and (c) may not be renewed.	Yes	Contract, pg. 5
Addressing the property rights of any intellectual property related to the contract and the specific rights of the state regarding the intellectual property if the contractor fails to provide the services or is no longer providing services.	Yes	Contract, pg. 11
Annual Appropriation Contingency Statement	Yes, No or N/A	Page number
Does the agreement reference or contain the provisions of s. 287.0582, F.S.?	Yes	Contract, pg. 17



Real Estate Development and Management
4050 Esplanade Way
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

ATTACHMENT A – SCOPE OF WORK

REAL ESTATE SERVICES

ITN NO. DMS-22/23-007

**THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

REAL ESTATE DEVELOPMENT AND MANAGEMENT

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SECTION 1. OVERVIEW

In accordance with section 255.249(11), Florida Statutes (F.S.), Contractors will assist and represent the Department of Management Services and Eligible Users in real estate transactions or services. Contractors will be responsible for all work as stated in this Scope of Work.

SECTION 2. DEFINITIONS

Agency Tenant – An official, officer, commission, authority, council, committee, department, division, bureau, board, section, Eligible User, or other unit or entity of the Executive Branch of the government of the State of Florida leasing or otherwise lawfully occupying space in a facility.

Broker Opinion of Value (“BOV”) – An indication of the current market price for a particular parcel of land, building, or combination of land and building, taking into account current area rates; value of similar surrounding properties; asking prices; local and regional sold prices; demographic reports; the costs associated with getting the property ready for sale; and the costs of any needed repairs. Used interchangeably with Broker Price Opinion (“BPO”) in this Scope of Work.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8 a.m. to 5 p.m., local time.

Calendar Days – Any day in a month, including weekends and holidays.

Contractor – A Vendor that enters into a Contract as a result of ITN No. DMS-22/23-007.

Commission – an amount earned by a real estate broker for services performed.

Commission Agreement – An agreement specifying the terms, conditions, percentages, and other considerations of the relationship between the Agency Tenant, Tenant Broker, and Property Owner. Agencies and Eligible Users should submit Attachment L – Commission Agreement to the Department for approval within three Business Days of execution.

Credited Services – Real estate consulting services which are funded by Service Credit Hours.

Customer-Specific Scope of Work (“Customer SOW”) – An official request for services sought clearly establishing all tasks the Contractor is required to perform; outlining the project needs; identifying quantifiable, measurable, and verifiable units of deliverables; and identifying time frames for performance and costing structure. For leasing transactions, the Customer-Specific Scope of Work should take the form of an Attachment E – Engagement Checklist.

Deliverables – Quantifiable, measurable, and verifiable actions, items, or materials directly related to this Scope of Work specifying performance measures.

Department – Florida Department of Management Services.

Eligible User – As defined in Rule 60A-1.001(2), Florida Administrative Code, including executive agencies and the Department; used interchangeably with “Customer” in this Scope of Work.

Engagement Checklist – The list of services requested by an Eligible User on Attachment E – Engagement Checklist.

Florida Facilities Pool – Consists of all State-owned buildings under the Department’s jurisdiction at the time the pool was created in 1985, buildings the Department has since constructed or acquired using revenue bonds, and buildings transferred by State agencies to the pool for management by the Department.

Independent Market Analysis (“IMA”) – Also known as a “Comparative Market Analysis.” A report prepared by the tenant broker, based on an evaluation of the Eligible User’s needs, which details the rent and other financial considerations using a present-value analysis and the consumer price index for a minimum of three suitable comparable properties in the market. Additionally, the IMA shall include a reconciliation statement which analyzes the conclusions and selects a final opinion of leasing value from both indications of values. If the Eligible User needs a full-service lease, including a build-out, the comparable properties should be estimated to include those rates (not a Triple Net Lease).

Landlord – A lessor of real property; the owner or possessor of an estate in land or a rental property who, in an exchange for rent, leases it to another individual known as the tenant.

Lease Transaction Services – Those services as defined in Section 3.1 of this Scope of Work.

Master Leasing Report – As required by section 255.249(7), F.S., a report based upon the Strategic Leasing Plan which incorporates the following elements:

- a. A list, by agency and by geographic market, of all leases that are due to expire within 24 months.
- b. Details of each lease, including location, size, cost per leased square foot, lease-expiration date, and a determination of whether sufficient State-owned office space will be available at the expiration of the lease to accommodate affected employees.
- c. A list of amendments and supplements to and waivers of terms and conditions in lease agreements that have been approved pursuant to section 255.25(2), F.S., during the previous 12 months and an associated comprehensive analysis, including financial implications, demonstrating such amendments, supplements, or waiver is in the State’s long-term best interest.
- d. Financial impacts to the Florida Facilities Pool rental rate due to the sale, removal, acquisition, or construction of pool facilities.
- e. Changes in occupancy rate, maintenance costs, and efficiency costs of leases in the State portfolio.
- f. Changes to occupancy costs in leased space by market and changes to space consumption by agency and by market.
- g. An analysis of portfolio supply and demand.
- h. Cost-benefit analyses of acquisition, build, and consolidation opportunities, recommendations for strategic consolidation, and strategic recommendations for disposition, acquisition, and building.
- i. Recommendations for using capital improvement funds to implement the consolidation of State agencies into State-owned office buildings.
- j. An annual update to the Strategic Leasing Plan as required by section 255.25(4)(c), Florida Statutes.

Property Owner – The person who, by virtue of a deed, certificate of title, or other valid instrument, owns a particular property.

Real Estate Services – Includes services performed by an entity or individual duly licensed or certified pursuant to Part I of Chapter 475, F.S., including all actions in furtherance of lease transactions, portfolio strategies, real estate consulting services, and assistance in preparing reports and strategic planning contemplated by the Florida Legislature or Governor’s Office. The services are performed by the Contractor pursuant to the terms of this Contract and a Customer’s SOW. For transactions outside the State of Florida, the Contractor must comply with the licensing laws and regulations of the outside jurisdiction.

Real Estate Trend Report – An extensive analysis of the current and emerging real estate market trends and dynamics. The report should include data specified by the Agency or Eligible User as to estimated costs, space availability, or other requested information.

Rebate – The percentage of a Commission owed by the Contractor to an Eligible User and/or Department in accordance with Attachment D – Commission Schedule.

Request for Space Need (“RSN”) – An electronic request submitted by an Agency to the Department to begin to address space needs.

Service Credit Hours – Hours accrued pursuant to Section 6, Service Credit Hours and Rebates, of this Scope of Work.

State – The State of Florida.

Strategic Leasing Plan – A plan created in accordance with section 255.249(6), F.S. The Strategic Leasing Plan must forecast space needs for all State agencies and identify opportunities for reducing costs through consolidation, relocation, reconfiguration, capital investment, and the renovation, building, or acquisition of State-owned space.

Tenant Broker – A Florida-licensed real estate broker who assists Eligible Users in locating, evaluating, and procuring properties and assisting in providing Real Estate Services as detailed in this Scope of Work. The term “Broker” may be used interchangeably.

Triple Net Lease – An agreement on a property whereby the tenant or lessee promises to pay all the expenses of the property, including real estate taxes, building insurance, and maintenance. These expenses are in addition to the cost of rent and utilities. In contrast, in standard commercial lease agreements, some or all of these payments are typically the responsibility of the Landlord.

SECTION 3. SERVICES

The Contractor shall provide the following Real Estate Services in exchange for compensation as set forth below:

3.1 Lease Transaction Services

The Contractor shall provide Eligible Users with the technical expertise to complete commercial lease and real estate transactions. Contractor shall not commence work until a Purchase Order has been issued, in accordance with Section 8, Responsibilities of the Agency or Eligible User, and for Agencies an RSN has been approved by the Department.

For each lease transaction, Contractor shall provide, at a **minimum**, the items set forth on the Attachment E - Engagement Checklist, as provided by the Eligible User, or the items as indicated on a Customer SOW attached to a Purchase Order. The services will be completed in accordance with Section 10.1, General Performance Standards, below.

If requested through, and approved by, the Contract Manager, an Eligible User may be allowed to use its accumulated Service Credit Hours, at the quoted rate provided by the Contractor, for any or all of these services.

Lease Transaction Services to be provided per this Scope of Work include, but are not limited to, the following:

- 3.1.1 Review, validation, and recommendation of the suitability of boundaries or the desirability of an area for a lease location that meets the Eligible User's needs using quantitative data;
- 3.1.2 Review, validation, and recommendation regarding the primary criteria for evaluating legitimate potential space and documentation of such criteria in the Attachment E – Engagement Checklist or Customer SOW;
- 3.1.3 For markets where such information is readily available, a summary of rental rate trends, vacancy trends, and absorption trends for a period as determined by the Agency in Attachment E – Engagement Checklist or the Customer SOW;
- 3.1.4 Identification of all State-owned or leased real property, within a defined radius, as reported on publicly-available State databases, determined by the Agency in Attachment E – Engagement Checklist or the Customer SOW;
- 3.1.5 Identification of lease-action options including an analysis of each option and a projected cost per occupant for each option, including the advantages and deficiencies of each option;
- 3.1.6 Assessment of proposed options compared to recommendations of the most recent Master Leasing Report and Strategic Leasing Plan, available from the Department;
- 3.1.7 Development or review of intended lease documents and identification of changes that could broaden competition and identify potential negotiated cost savings;
- 3.1.8 Distribution of procurement documents by the method and to the extent determined by the Agency in Attachment E – Engagement Checklist or the Customer SOW;
- 3.1.9 Review and validation, prior to publishing, of all anticipated responses to formally submitted procurement questions;
- 3.1.10 Participation, either virtually or in person, at all vendor conferences or meetings and all bidder conferences or meetings;
- 3.1.11 Independent assessment by the Contractor of all procurement responses to issue an opinion on bidder responsiveness, degree of completion of response, and technical evaluation of response;
- 3.1.12 Recommendation as to which bidder the Eligible User should negotiate with and the rationale for such opinion;
- 3.1.13 Market analysis inclusive of all comparable facilities within a proximity to the subject facility as determined by the Agency in Attachment E – Engagement Checklist or the Customer SOW;
- 3.1.14 A summary detailing the negotiation;
- 3.1.15 Analysis of bidders' responses to identify the facility and the terms and conditions of the lease that the Contractor recommends the Eligible User select that are in the best interest of the State or Eligible User;

- 3.1.16 Review, validation, and recommendation of modifications to final lease documents prior to submission of the lease documents to the selected bidder;
- 3.1.17 Routing of lease documents for appropriate approval;
- 3.1.18 Lease transaction service close-out review with Eligible User using Attachment E – Engagement Checklist to verify and validate completion of all agreed upon services;
- 3.1.19 Partnership with Eligible Users and Landlords to assist with the monitoring of tenant build-out; and
- 3.1.20 Providing guidance to the Landlord on the process for payment of the commission to the Eligible User.

3.2 Portfolio Strategy Services

To the extent requested by the Department, and in accordance with this Scope of Work, Contractor may be requested to assist and participate in the development and implementation of annual Strategic Leasing Plan(s) and Master Leasing Report(s) (collectively, the “Plan”).

These services shall include, but are not limited to:

- 3.2.1 Attendance and participation in one or more portfolio strategy-planning workshops no less than six months prior to submission date of the Plan with prior reasonable notice to the Contractor. This workshop shall address the following:
 - Project timeline for development of the Plan;
 - List of data required for development of the Plan;
 - Review of progress on prior year’s Plan;
 - Validation of goals of prior year’s Plan for inclusion in the current Plan;
 - Project team meeting schedule;
 - Assignment of project team member responsibilities.
- 3.2.2 Summary of environmental factors for consideration of impact on portfolio;
- 3.2.3 Analysis of market rent trends, vacancy, and absorption;
- 3.2.4 Analysis of market areas of concern and opportunity;
- 3.2.5 Analysis of portfolio supply and demand;
- 3.2.6 Summary of strategic plans for consideration against the Plan;
- 3.2.7 Editorial review of drafts of the Plan;
- 3.2.8 Plan implementation to the extent implementation activities are considered Lease Transaction Services.

3.3 Real Estate Consulting Services

An Eligible User may purchase additional services related to real estate management, support, operations, or other similarly related services. The Eligible User must provide a

detailed Customer SOW, timelines for performance, business strategies, and desired pricing model for the needed service. Related real estate consulting and transactional services include, but are not limited to: relocation services; project management services; acquisition services; sale, lease, or disposition of properties; trading or swapping of properties; strategic consulting; real estate financial services; and facilities management services. The Contractor shall provide the Eligible User with a quote in the format and method desired by the Eligible User which can be either a flat-fee-for-services quote or an hourly-rate quote at the rates at or below those indicated on Attachment B – Labor Rate Schedule.

Eligible Users may purchase the following additional services, compensated in accordance with the rates set forth in Attachment B – Labor Rate Schedule:

- **Independent Market Analysis (IMA):** An Eligible User may request an Independent Market Analysis (IMA) that is independent from a lease transaction and will be paid directly by the Eligible User separate from any transaction.
- **Broker Opinion of Value or Broker Price Opinion (BOV/BPO):** An Eligible User may request a Broker Opinion of Value or Broker Price Opinion (BOV/BPO) for a specific property.
- **Real Estate Trend Report:** An Eligible User may request a Real Estate Trend Report.

The Eligible User shall issue a Purchase Order or a Customer SOW to the Contractor for real estate consulting services. State Agencies are required to use a Purchase Order.

If an Eligible User issues a Request for Quotes for services under this Contract, the Request for Quotes shall be issued pursuant to section 287.056, F.S.

The Contractor will not charge and shall not be entitled to payment for any real estate consulting services that result in or are incidental to a lease transaction for which compensation is paid under Section 5, Contractor Compensation, of this Scope of Work.

3.4 Contractor's Proposed Services

Services listed by Contractor in Attachment N: Contractor's Proposed Services shall be performed in accordance with the descriptions provided by the Contractor in Attachment N.

Contractor shall provide Eligible Users with a quote in the format and method desired by the Eligible User which can be either a flat-fee-for-services quote or an hourly-rate quote at the rates at or below those indicated on Attachment B: Labor Rate Schedule.

SECTION 4. ELIGIBLE USER'S RIGHT TO REBATE

Prior to Contractor providing services under Section 3.1, Lease Transaction Services, of this Scope of Work, Contractor and the Eligible User shall negotiate a Commission, in accordance with Section 5, Contractor Compensation, of this Scope of Work. All Commission rates in Section 5 of the Scope of Work and in Attachment D – Commission Schedule are maximum rates; however, the Contractor and Eligible user may establish lower compensation rates per transaction.

Contractor is, and has been, fully advised that the Department and Eligible User(s) may be due a percentage of a Commission in the form of a Rebate. Contractor assents to and assigns to the

Eligible User and Department, all of Contractor's rights, title, and interest to any Rebate or part thereof, that an Eligible User or Department are owed. Contractor will use reasonable efforts to ensure any Rebate owed to the Department or Eligible User resulting from Contractor providing services under Section 3.1, Lease Transaction Services, of this Scope of Work will be directed to the Department or Eligible User for disbursement in accordance with Chapter 255.249(11) and 255.25(3), F.S.

If a Landlord wrongfully withholds a Commission with a Rebate payable to the Department or Eligible User, the Contractor and the Eligible User will cooperate in the diligent pursuit of collection of the withheld Commission.

The Contractor may not submit an invoice to the Eligible User for Commission reimbursement until and unless the Commission from the Landlord is paid to the Eligible User in accordance with this Section.

Commission paid by a Landlord to the Eligible User is not subject to the charges imposed under section 215.20, F.S.

The Department has the authority to negotiate with the Contractor for a cap on Commissions per Service or more broadly. Any change to the Commissions shown on Attachment D – Commission Schedule will require an amendment to the Contract.

SECTION 5. CONTRACTOR COMPENSATION

The Contractor shall not be entitled to compensation in excess of or in addition to the compensation limits established herein.

5.1 Compensation for Lease Transaction Services

Contractor's compensation for performing the Lease Transaction Services allowed under this Contract shall be in the form of a Commission paid by the Landlord through the Eligible User, as indicated below. Contractor's compensation shall be made based on the aggregate of each of the annual amounts of the gross base rent for the entire term of the lease. All payments for Lease Transaction Services as well as any other services procured under this Scope of Work must be evidenced by either a Purchase Order and an approved Attachment L – Commission Agreement.

Commissions shall not exceed the amounts established in Attachment D – Commission Schedule. Contractor is not authorized to charge for, and is not entitled to receive, payment for any services that result in, or are incidental to, a lease transaction for which compensation is paid under this Section, without prior written authorization from the Eligible User.

Commissions received by an Eligible User on behalf of Contractor shall be paid to Contractor as indicated herein. Payment of Commissions to Contractor is contingent upon the Landlord remitting payment to the Eligible User. Under no circumstances shall Commissions become payable to the Contractor by the Eligible User until such payments have been remitted to the Eligible User by the Landlord.

Commissions shall be earned in installments, as follows:

- **New Leases:** 50% of the Commission shall be earned upon full execution of the lease documents by the Landlord, the Eligible User, and the Department; and 50% of the Commission shall be earned upon the Eligible User taking occupancy of the leased premises.

- **Lease Modification:** Should the lease be in the same location that the Eligible User was located, and therefore not requiring the Eligible User to move, 100% of the Commission shall be earned at the time of full lease execution by the Landlord, the Eligible User, and the Department.
- **All Other Lease Transaction Services:** Payment shall be made as indicated on the Purchase Order, though not in a manner which conflicts with this Contract.

Renewals shall be treated as follows:

- Renewals subject to FM-4064 Notice of Lease Renewal, executed by an Eligible User with no involvement by the Contractor, are not subject to a Commission.
- Renewals executed subject to FM-4064A Agreement for Lease Renewal may be subject to a negotiated commission up to 1%.
- Renewals executed subject to FM-4040 Agreement for Modification are subject to a negotiated Commission up to 2%

5.2 Compensation for Portfolio Strategy Services and Real Estate Consulting Services
Services outlined in Section 3.2, Portfolio Strategy Services, and Section 3.3, Real Estate Consulting Services, shall be priced on an hourly rate per unit, fee-for-service basis, or negotiated commission, none of which shall exceed the rate schedule for the applicable service identified by the Contractor and reflected in Attachment B – Labor Rate Schedule.

5.3 No Payment for Expenses
Contractor shall not be entitled to reimbursement of any costs or expenses incurred in the course of performing any services, including costs associated with couriers, meeting preparation, or meeting attendance, except by prior and specific written agreement with the Eligible User. Costs associated with travel shall not be entitled to be reimbursed.

5.4 No Other Compensation
Contractor may not receive any other compensation for services rendered under this Contract. All terms relating to the compensation of Contractor shall be as specified in this Contract and may not be supplemented or modified absent an amendment to this Contract consistent with the terms of the solicitation.

5.5 Invoicing Requirements
Contractor shall provide all documentation required by the Agency or Eligible User for invoicing as specified in the Purchase Order or Customer SOW.

SECTION 6. SERVICE CREDIT HOURS AND REBATES

As of the Contract Effective Date, the Department shall be allotted 200 Service Credit Hours, for portfolio strategy services and real estate consulting services as identified in this Scope of Work. Utilization of Service Credit Hours shall be tracked using Attachment F – Service Credit Hours Accounting Form.

The Contractor agrees to issue all Service Credit Hours to the Department upon receipt of agreed payments from the Agency or Eligible User for any of the service categories identified in the Contract. The Department may use Service Credit Hours, at its discretion, to offset costs for any services performed for the Department, and may allocate those credit hours to Eligible Users at its discretion to be used to offset an Eligible User's costs.

6.1 Accrual of Service Credit Hours

In addition to the Service Credit Hours identified above, Service Credit Hours shall accrue as follows:

- 6.1.1 Service Credit Hour(s) shall be accrued annually by the Department as indicated on Attachment B – Labor Rate Schedule on the Contract Effective Date and each year thereafter, on the anniversary month and day the Contract was effective;
- 6.1.2 Service Credit Hours shall also be accrued by the Department based on the rebate split schedule provided in Attachment D – Commission Schedule; and
- 6.1.3 Contractor's failure to perform specific requirements of this Contract may result in additional Service Credit Hours being awarded to the Department, as specified in Attachment C – Performance Standards and Guarantees.

6.2 Use of Service Credit Hours

The Department may use Service Credit Hours for the benefit of individual Eligible Users as payment for any Service provided for in the Contract at the rate of one Service Credit Hour for one hour of Service. Any request for an Eligible User to use Credit Service Hours must be approved by the Department's Contract Manager. To initiate utilization of Service Credit Hours, the Department will complete and submit Attachment G – Service Credit Hours Direct Order Request & Approval Form to the Contractor. The Department may also utilize Service Credit Hours as payment for lease actions when the Department is acting as the Agency or Eligible User.

Unused Service Credit Hours will carry over to subsequent years during the Contract term. Service Credit Hours not expended prior to the expiration of the Contract shall be valid and usable for a purchase effectuated prior to the expiration of the Contract which shall not exceed the expiration of the Contract by more than twelve months. Performance of such services shall be pursuant to the terms and conditions of this Contract, which shall survive the termination or expiration of the Contract. The duration of the use of Credit Hours shall not exceed the expiration of the Contract by more than twelve months. The Department must request services from the Contractor using Credit Hours 30 Business Days prior to the end of the twelve-month expiration.

The Contractor shall maintain a detailed accounting of Service Credit Hour accrual and usage and shall report accrual and usage to the Department by the 15th day of each month, by using Attachment F – Service Credit Hours Accounting Form.

6.3 Rebates

Certain lease actions will result in the payment of a Rebate to the Agency or Eligible User. See Attachment D – Commission Schedule for an example.

- 6.3.1 All lease actions within the space or property type standards detailed in Attachment D – Commission Schedule shall result in the payment of Rebates to the Department and the Agency customer in accordance with the current Commission Schedule unless otherwise negotiated by the Department. Any change to the Commissions shown on Attachment D – Commission Schedule will require an amendment to the Contract.
- 6.3.2 The Department may elect, with Eligible User approval, to negotiate a Rebate split different from the split listed in the current Attachment D – Commission Schedule.

Any change to the Commissions shown on Attachment D – Commission Schedule will require an amendment to the Contract.

- 6.3.3 Agencies and Eligible Users may elect to use their Rebates to reduce the Commission expenses, reduce lease expenses, or tenant improvement expenses.

SECTION 7. CONTRACTOR’S ACCOUNT MANAGEMENT TEAM

Contractor must maintain an office in Florida and shall establish an Account Management Team to work directly with Eligible Users.

7.1 Account Managers

Contractor shall designate Contractor’s primary account manager (“Account Manager”) who will be dedicated to the Department. The Account Manager (or designee) shall be available to the Department from 8 a.m. until 5 p.m. locally, Monday through Friday, excluding State holidays. The Account Manager must have at least two years of relevant experience and authority to resolve any conflicts arising from the delivery of Real Estate Services under this Contract. If the Account Manager demonstrates a lack of sufficient experience and authority and is therefore unable to fulfill duties, the Department may request the replacement of the Account Manager with written notification. Within 30 Calendar Days of written notification, Contractor shall notify the Department, in writing, of the replacement Account Manager.

7.2 Contractor’s Representatives

Contractor shall designate Contractor’s representatives (“Contractor’s Representatives”) dedicated to an Eligible User for each transaction performed under the Customer SOW. Contractor’s Representatives (or designees) shall be available to the Eligible User and the Department from 8 a.m. until 5 p.m. locally, Monday through Friday, excluding State holidays. Contractor’s Representatives must have authority to carry out all agreed upon Real Estate Services. If a Contractor’s Representative demonstrates a lack of sufficient experience and authority and is therefore unable to fulfill duties, the Department may request the replacement of a Contractor’s Representative with written notification. Within 30 Calendar Days of written notification, Contractor shall notify the Department, in writing, of the replacement Contractor’s Representative.

7.3 Annual Review Meetings

Contractor’s brokers shall meet with the Contract Manager annually to provide information as requested by the Contract Manager and work toward resolving any operational issues. The Department and Contractor’s Contract Managers will meet at least once a year to review Contract performance, Contract deliverables, training, and/or clarifications. The Department is responsible for annually updating Attachment J – List of Private Leases and providing the updated Attachment J – List of Private Leases to the Contractor’s Contract Managers at the meeting. The meeting will be scheduled in Tallahassee at a mutually agreeable date and time.

SECTION 8. RESPONSIBILITIES OF THE AGENCY OR ELIGIBLE USER

The Agency or Eligible User utilizing this Contract must:

- 8.1** Procure space in accordance with sections 255.25(2)(a) and 255.25(3)(a), F.S., when required by law;
- 8.2** Provide a detailed Customer SOW or Purchase Order including, but not limited to, requirements of the Contractor, timeframes required for services, expectations for tasks

and deliverables, the required period of performance, specific deliverables to be provided, payment method, and Financial Consequences;

- 8.3 Consider the negotiated commission rate when evaluating the proposed lease action's value to the State;
- 8.4 Monitor the performance of the Contractor using specific and measurable quantitative metrics evaluating cost avoidance and minimization in addition to suitability and overall satisfaction;
- 8.5 Complete Attachment H – Tenant Broker Evaluation Form accurately and with adequate information to provide feedback to the Department and Contractor related to the Contractor's performance; and
- 8.6 Assess financial consequences as outlined in the Customer SOW or Purchase Order. If financial consequences are assessed, information regarding the consequence must be provided by the Agency or Eligible User to the Department in Attachment H – Tenant Broker Evaluation Form.

SECTION 9. PROCUREMENT DOCUMENTATION

9.1 Lease Transaction Services

The Contractor **shall not** deliver or furnish **any** Lease Transaction Services under this Contract until either a Purchase Order is received from the Eligible User or for Agencies, a Department-approved RSN is received from the Department. All Purchase Orders shall:

- Bear the Contract number DMS 22/23-007;
- Be placed by the Eligible User directly with the Contractor;
- Be deemed to incorporate by reference the terms of this Contract;
- Contain performance standards for all deliverables with associated time frames;
- Have a completed Attachment E – Engagement Checklist or a Customer SOW.

Any discrepancy between the Contract terms and the terms stated on either the Purchase Order or the Contractor's confirmation or acknowledgement of the Purchase Order shall be resolved in favor of terms most favorable to the Eligible User.

To be considered timely, the Contractor must receive Purchase Orders or RSNs no later than 30 Calendar Days prior to the last Calendar Day of the Contract's term. The Contractor is obligated to fill those orders in accordance with the Contract. Timely Purchase Orders or RSNs shall be valid through their specified term and performance by the Contractor, and all terms and conditions thereof shall survive the termination of this Contract.

Within four Business Days of receiving a Purchase Order or RSN, the Contractor will provide the Eligible User or Agency with a written acknowledgement the Contractor either accepts or rejects the Purchase Order or RSN. A rejection must state the specific reasons for the rejection. The Contractor shall not reject a Purchase Order or RSN unless it contains terms imposing unreasonable burdens, represents a conflict of interest, or is inconsistent with other provisions of this Contract.

9.2 Other Real Estate Services

Requests from an Eligible User for services other than Lease Transaction Services shall be documented by a Purchase Order, Customer SOW, or other written agreement which clearly establishes specific tasks the Contractor is required to perform. The request must

outline the period of performance, specific deliverables to be provided and accepted prior to payment, specific criteria used to determine the Contractor's successful performance, payment type (commission, flat fee, or hourly), and financial consequences the Eligible User will apply if the Contractor fails to perform in accordance with the Purchase Order or written agreement. This includes the use of the Contractor for Independent Market Analysis, Broker Opinion of Value or Broker Price Opinion, or a Real Estate Trend Report.

SECTION 10. DELIVERABLES

In providing the services within this Scope of Work, Contractor shall be required to meet or exceed the following performance standards:

10.1 General Performance Standards

- 10.1.1 Contractor shall work under the direction, supervision, and authority of the State agency or Eligible User, subject to the statutes and rules governing lease procurements.
- 10.1.2 Contractor will receive training from the Department concerning the rules governing general leasing and the procurement of leases. Training may include, but is not limited to, training at the Annual Review Meeting, as detailed in Section 7.3; training provided by the Department through a desktop guide; and training provided by the Department's Contract Manager or designee through on-call assistance.
- 10.1.3 Contractor will provide all labor, materials, and supplies necessary to perform the Real Estate Services in this Scope of Work.
- 10.1.4 Contractor must operate an office in Florida throughout the duration of this Contract and shall establish an Account Management Team to work directly with Eligible Users, with the Account Management Team based in Florida, as verified annually by the Department's Contract Manager. Failure to operate an office within the State of Florida will result in the suspension of work for the Contractor (see Attachment C – Performance Standards and Guarantees).
- 10.1.5 Contractor must comply with all applicable provisions of chapter 475, F.S., and the rules thereunder.
- 10.1.6 The Contractor shall deliver all services in a professional and skillful manner in accordance with the standards and quality prevailing in the industry and in accordance with this Contract.
- 10.1.7 Contractor shall provide the Department monthly written updates on transactions in process for all Real Estate Services under this Contract. Updates are due by the fifth Business Day of the following month. At its sole discretion, the Department may approve alternate update frequencies.

10.2 Lease Transaction Services Performance Deliverables

- 10.2.1 For each transaction under Section 3.1, Lease Transaction Services, Contractor shall ensure completion of an Attachment E – Engagement Checklist or Customer SOW that shall provide documentation of the expectations of the lease transaction. The Agency or Eligible User may request further details to gain a more thorough understanding. Contractor shall distribute copies of Attachment E – Engagement Checklist or Customer SOW to the appropriate representatives of the Eligible User and to their respective Account Manager.

10.2.2 Contractor shall complete the tasks agreed to during the initial engagement and documented on Attachment E – Engagement Checklist or Customer SOW to meet, or exceed, the expectations of the Eligible User.

10.2.3 Upon completion of a lease transaction, Contractor should conduct a performance review with the Eligible User to verify and validate completion of tasks agreed upon at the time of the completion of Attachment E – Engagement Checklist, or as mutually amended. Contractor will ensure documentation of the performance review and distribution of copies of the completed Attachment E – Engagement Checklist to appropriate representatives of the Eligible User and the Department.

10.3 Portfolio Strategy Services Performance Deliverables

Unless otherwise agreed to in writing, Contractor shall deliver all portfolio strategy services to the Department within seven Calendar Days of the Department's written request. Failure to deliver all portfolio strategy services within the seven Calendar Days may result in consequences detailed in Attachment C – Performance Standards and Guarantees.

10.4 Tenant Broker Evaluation Form

The Department will conduct Eligible User satisfaction surveys in the form of Attachment H – Tenant Broker Evaluation Form to monitor Contractor's performance. The Eligible User satisfaction survey will be required for each transaction.

10.4.1 Contractors shall encourage Eligible Users to correctly complete Attachment H – Tenant Broker Evaluation Form.

10.4.2 The Department shall provide Contractor with copies of the evaluation responses received on a quarterly basis. If the Evaluation Form has an overall rating of a two or less, the Department may provide on a more frequent basis.

10.4.3 Where the Evaluation Form indicates performance expectations were not met (overall rating of a two or less), Contractor shall provide a written statement explaining Contractor's position on the assessment of the Eligible User and an intended course of action to ensure satisfactory completion of expectations in future transactions.

SECTION 11. REPORTING

The following reports are due under this Contract in the timeframes specified:

- The Contractor shall maintain a detailed accounting of Service Credit Hour accrual and usage and shall report accrual and usage to the Department by the 15th day of each month or the next Business Day following, by using Attachment F – Service Credit Hours Accounting Form (Section 6.2). Failure to provide the form by the 15th day of the month will result in consequences as detailed in Attachment C – Performance Standards and Consequences.
- Contractor shall provide the Department monthly written updates on transactions in process of all Real Estate Services under this Contract. At its sole discretion, the Department may approve alternate update frequencies (Section 10.1.7).
- Strategic Leasing Plan(s) and Master Leasing Report(s) (collectively, the "Plan") provided annually as referenced in Section 3.2.
- Contractor shall provide a written response to any Evaluation Form where performance expectations were not met as referenced in Section 10.4.3.

SECTION 12. SUBCONTRACTORS

The use of subcontractors is permitted. The Contractor is fully responsible for the satisfactory completion of all subcontracted work and is required to ensure subcontractor's adherence to the terms set forth in this Scope of Work and any resultant Customer SOW. If requested by the Department, the Contractor will provide proof of the license of the subcontractor.

The Contract Manager must be notified in writing of any subcontractor who will be engaged to provide services 45 Calendar Days prior to their engagement. Failure to timely notify the Contract Manager of the use of a subcontractor may result in Service Credit Hours being provided to the Department as specified in Attachment C – Performance Standards and Guarantees. The Department reserves the right to reject a subcontractor with 30 Calendar Days advance notification to the Contractor.

SECTION 13. FINANCIAL CONSEQUENCES FOR NONPERFORMANCE

13.1 Withholding Payment

In addition to the specific consequences referenced on Attachment C – Performance Standards and Guarantees, the State reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination (after ten (10) business days' written notice and opportunity to cure) or nonrenewal, when the Contractor has failed to perform or comply with the provisions of this Contract. These consequences for nonperformance shall not be considered penalties.

13.2 Required Notice and Termination

The Department shall provide ten (10) business days' written cure notice to the Contractor on the actions to be taken by the Department for failure to perform should the Contractor fail to cure. Such notice shall include: the corrective action required by the Contractor to remedy the situation; penalties to be enforced; if payment will be withheld or expenses deducted from the Contractor's invoice(s), specifying the amount; and/or notice of termination pursuant to the provisions of this Contract. See Attachment C – Performance Standards and Guarantees.

SECTION 14. CORRECTIVE ACTION PLAN

If the Department determines the Contractor is out of compliance with any of the provisions of the Contract, the Department may require the Contractor to submit a Corrective Action Plan ("CAP"). The CAP shall provide an opportunity for the Contractor to resolve deficiencies without the Department's invoking financial consequences or more serious remedies, up to and including Contract termination.

In the event the Department identifies the Contractor's non-compliance with the Contract, the Department shall notify the Contractor of the occurrence in writing and may request a CAP from the Contractor. The request will identify the non-compliance issue to be addressed by the CAP and will provide a timeframe for the CAP to be returned to the Department for review and approval.

The Contractor will provide the requested CAP to the Department within the timeframe and in the format specified by the Department. The Department may require changes to the CAP and provide a due date for the revised CAP to be submitted for approval by the Department. Once approved, the CAP shall be implemented within the mutually agreed upon implementation date.

If the Contractor fails to submit the CAP by the date requested by the Department, or if the Contractor fails to implement the CAP by the agreed upon implementation date, the Department may assess financial consequences as specified in Attachment C – Performance Standards and Guarantees or may consider the Contractor in default which may result in termination of the Contract.

SECTION 15. ADDITIONS AND DELETIONS

During the term of the Contract, the Department shall have the right to add and/or delete particular Real Estate Services covered by this Contract as it deems appropriate with advance written notice. Additional services must be agreed to by the Department. If an agreement is not able to be reached, the Department may utilize vendors not on this contract. The addition of Real Estate Services not within the space and property type standards listed in Attachment D – Commission Schedule, shall be upon written mutual agreement of both Parties through a Contract amendment. Service Credit Hours and/or Rebates negotiated for Real Estate Services may be used to purchase Real Estate Services which are not within space and property type standards listed in Attachment D – Commission Schedule but shall first be approved in writing by the Agency or Eligible User and the Department.

SECTION 16. TRANSITION PLAN

Within 10 Business Days after the Contract start date, the Contract Manager will conduct a preservice meeting or conference call with the Contractor to discuss the Scope of Work, the services needed, and the development of a transition plan.

SECTION 17. WARRANTIES

The Contractor warrants that all products, analyses, and recommendations furnished under the Contract shall be free of incorrect or misleading information for the life of the Contract, including renewals, shall be performed in compliance with Chapter 475, F.S., and all applicable leasing statutes and rules, with the intent to avoid noncompliance under Section 3, Services, and to avoid penalties imposed under Attachment C – Performance Standards and Guarantees. The cost of remedies are the responsibility of the Contractor.

SECTION 18. DAMAGES FOR DELAY

Contractor acknowledges that its failure to meet an agreed upon deadline for delivery of services other than brokerage services will damage the Eligible Users but that by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining the amount of damages will be multiple and complex, and will be dependent on multiple factors, proof of which would be burdensome and require lengthy and expensive litigation, which the Parties desire to avoid. Accordingly, the Parties agree that it is in the Parties' best interests to agree upon a reasonable amount of liquidated damages, which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages. Accordingly, liquidated damages shall be assessed on the Contractor at a rate of \$100.00 per Calendar Day for each Calendar Day the Contractor fails to complete agreed upon work after expiration of the time allowed by the State or Eligible User, subject to the *force majeure* provision below.

Regardless of whether the time for completion of work (other than brokerage services) is stipulated in hours, Calendar Days, or Business Days, delay days shall be counted in Calendar Days. Allowing Contractor to finish the work, or any part of it, after the expiration of the time allowed, including extensions of time granted to Contractor, shall in no way act as a waiver of the liquidated damages due under this Contract.

Nothing in this section shall be construed to make Contractor liable for delays that are beyond its reasonable control as determined by the State or Eligible User. Nothing in this section shall limit the Eligible Users' right to pursue its remedies for other types of damages.

SECTION 19. RESTRICTIONS ON ACTIONS

In accordance with section 255.25(2)(g), F.S., the Contractor may not represent both parties (buyer and seller or lessee and lessor) in a transaction nor act on behalf of both parties in any way during a transaction; doing so constitutes a conflict of interest for purposes of this Contract.

In transactions in which the Contractor may have a conflict of interest, the Contractor must immediately notify the Department or Eligible User and, upon confirmation of a conflict of interest must recuse itself from acting on behalf of the Department or Eligible User in the transaction. In such cases, the Contractor shall have no recourse against the Department or the Eligible User for utilizing another vendor, including a vendor not under this Contract.

Updated Attachment B - Labor Rate Schedule		
Real Estate Services		
ITN No. DMS 22/23-007		
SERVICE CREDIT HOURS ALLOTMENT		
Number of Annual Credit Hours Alloted:	225	
Amount of Commission Rate per Credit Hour:	\$ 1,275	
RATE SCHEDULE FOR SERVICES		
Section 3.2, Portfolio Strategy Services, Attachment A - Scope of Work		
<u>Scope of Work Service</u>	<u>Contractor / Subcontractor Name</u>	<u>Hourly Rate per Unit or Flat-Fee for Service</u>
Assistance and Participation in the Development and Implementation of the Annual Strategic Leasing Plan	CBRE, Inc.	\$150/hour
Assistance and Participation in the Development and Implementation of the Master Leasing Report	CBRE, Inc.	\$150/hour
Section 3.3, Real Estate Consulting Services, Attachment A - Scope of Work		
<u>Scope of Work Service</u>	<u>Contractor / Subcontractor Name</u>	<u>Hourly Rate per Unit or Flat-Fee for Service</u>
Relocation Services	CBRE, Inc.	\$195/hour
Project Management Services	CBRE, Inc.	\$195/hour
Acquisition Services	CBRE, Inc.	\$0/hour
Sale, Lease, or Disposition of Properties	CBRE, Inc.	\$190/hour
Trading or Swapping of Properties	CBRE, Inc.	\$190/hour
Strategic Consulting	CBRE, Inc., Gensler, THA Consultants Inc.	\$225/hour
Real Estate Financial Services	CBRE, Inc.	\$150/hour
Facilities Management Services	CBRE, Inc.	\$195/hour
Independent Market Analysis (not to exceed* \$275)	CBRE, Inc.	\$0/each
Broker Opinion of Value or Broker Price Opinion (BOV/BPO) (not to exceed* \$600)	CBRE, Inc.	\$200/each
Real Estate Trend Report (not to exceed* \$2,500)	CBRE, Inc.	\$0/each
Respondent Proposed Service(s)		
<u>Proposed Service</u>	<u>Contractor / Subcontractor Name</u>	<u>Hourly Rate per Unit or Flat-Fee for Service</u>
Market Research	CBRE, Inc.	\$0
Mapping Services	CBRE, Inc.	\$0
Energy Performance Analysis Services	Partner Engineering and Science, Inc.	\$165/hour

Attachment C - Performance Standards and Guarantees			
Real Estate Services			
ITN No. DMS 22/23-007			
Deliverable	Guarantee	Measurement	Result of Non-Compliance
Attachment A - Scope of Work, Section 10.3: Portfolio Strategy Services	Contractor shall deliver all Portfolio Strategy Services to the Department within seven (7) Calendar Days of the Department's written request.	Contractor does not deliver Portfolio Strategy Services to the Department within seven (7) Calendar Days of the Department's written request.	Two (2) Service Credit Hours provided to the Department per Calendar Day that the Portfolio Strategy Services are late.
Attachment A - Scope of Work, Section 10.1.4: Establishment of Florida Office	Contractor must operate an office in Florida, with the Account Management Team based in Florida.	Contractor does not operate an office in Florida or the Account Management Team is not based in Florida.	Suspension of Services until the office is operational and the Account Management Team is based in Florida.
Attachment A - Scope of Work, Section 11: Reporting - Attachment F - Service Credit Hours Accounting Form	The Contractor shall maintain a detailed accounting of Service Credit Hour accrual and usage and shall report accrual and usage to the Department by the 15th day of each month, by using Attachment F – Service Credit Hours Accounting Form.	Report is not provided by the 15th day of the month.	One (1) Service Credit Hour provided to the Department per Calendar Day that the report is late.
Attachment A - Scope of Work, Section 12: Subcontractors	Contractor must notify the Contract Manager of any subcontractor who will be engaged to provide services forty-five (45) Calendar Days prior to their engagement.	Contract Manager was not notified within forty-five (45) Business Days of a subcontractor providing services.	Ten (10) Service Credit Hours provided to the Department per failure to provide notification.
Attachment A - Scope of Work, Section 14: Corrective Action Plan	The Corrective Action Plan must be provided to the Department within the timeframe and in the format specified by the Department in the Department's written request to the Contractor.	Failure by the Contractor to provide the Corrective Action Plan to the Department within the timeframe and in the format specified by the Department.	Five (5) Service Credit Hours provided to the Department per Calendar Day that the correctly formatted Corrective Action Plan is late.
Attachment A - Scope of Work, Section 14: Corrective Action Plan	The Department may require changes to the Corrective Action Plan and provide a due date for the revised Corrective Action Plan to be submitted.	Failure by the Contractor to provide the revised Corrective Action Plan to the Department within the timeframe and in the format specified by the Department.	Five (5) Service Credit Hours provided to the Department per Calendar Day that the correctly formatted revised Corrective Action Plan is late.
Attachment A - Scope of Work, Section 14: Corrective Action Plan	The Corrective Action Plan shall be implemented within the mutually agreed upon implementation date.	Failure by the Contractor to implement the Corrective Action Plan within the mutually agreed upon implementation date.	Five (5) Service Credit Hours provided to the Department per Calendar Day that the Corrective Action Plan is not implemented .
Contract, Section 6.2, Notice of Legal Action	The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances, or licensing requirements within thirty (30) Calendar Days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a Contract of similar size and scope to this Contract within thirty (30) Calendar Days of the action being filed.	Failure to notify the Department of a legal action within thirty (30) Calendar Days of the action.	First Occurrence: Five (5) Service Credit Hours provided to the Department per Calendar Day the Notification was provided after the thirty (30) Calendar Day requirement. Second Occurrence: Twenty-five (25) Service Credit Hours provided to the Department per Calendar Day the Notification was provided after the thirty (30) Calendar Day requirement. Third Occurrence of Failure to Notify: Consideration of Termination or nonrenewal of Contract. Department may assess one hundred (100) Service Credit Hours in lieu of termination. Any occurrence beyond 3 (three) will have the same recourse as the third occurrence.

Attachment D - Commission Schedule
Real Estate Services
ITN No. DMS 22/23-007

Type of Agreement or Product	Space or Property Type	Commission Rate	Lease Value	Rebate	Rebate Split (DMS Credit Hours / Agency Dollars Toward Lease)
New Lease	Public to Private	Negotiated Market Rate	\$0 - \$600,000	35%	50/50
			\$600,001 - \$3,000,000	40%	55/45
			\$3,000,001 - \$5,500,000	45%	60/40
			\$5,500,001 - \$7,500,000	50%	65/35
			> = \$7,500,001	55%	70/30
	Private-to-Private or New Program Area in Private Space		Any	30%	50/50
Lease Renewal (In Accordance with Section 5.1 of Attachment A)	All	In Accordance with Section 5.1 of Attachment A	Any	30%	50/50
Lease Modification (including Expansion, Reduction, or Term Extension)	All	2%	Any	30%	100/0
All Leases for Warehouse, Hangar or Storage Space	All	0 - 5,000 Square Feet: 2%	Any	30%	50/50
		> 5,000 Square Feet (See New Lease Section, Above)		See New Lease Section, Above	See New Lease Section, Above

Attachment E - Engagement Checklist**Real Estate Services****ITN No. DMS 22/23-007**

Engagement Title: _____

Eligible User: _____

Contractor: _____

Lease Pre-Work		Required (Yes or No)	Due Date
1	Determine and validate desired boundaries against business drivers per documentation provided.		
2	Determine and validate primary decision criteria for selection per documentation provided. Provide validation documentation with response.		
3	Present summary of market rates, vacancy and absorption (current and tend) as defined below: a. Scope of summary (e.g. within 5 miles, All class B, etc.), b. Period for trend data, c. Additional market information requested.		
4	List all State-owned and leased real property with a radius defined here, as reported on publicly-available State databases and all excess space available. Radius: _____		
5	Provide a written assessment identifying preliminary courses of action for lease with pro/con assessment and projected cost per occupant of each potential action.		
6	Review and summarize subject lease action "fit" with recommendations in most recently submitted DMS Master Leasing Report and Strategic Leasing Plan.		
7	Draft, review, and provide recommendations of any lease terms that may vary from approved lease forms (Section 60H-1.003, F.A.C.).		
8	Draft, review, and provide recommendations of any lease terms that may vary from approved lease forms (Section 60H-1.003, F.A.C.).		
Procurement		Required (Yes or No)	Due Date
1	Draft (if required), review, and provide recommendations on procurement documents.		
2	Distribute procurement documents and associated notices as follows: _____		
3	Assist the agency in responding to bidders questions.		
4	Participate in bidder conferences and meetings.		
5	Provide a written synopsis of each bid received to determine its adherence to the bid criteria and assist in the identification of "responsive" bids.		
6	Create tour evaluation packages for site evaluators and conduct all site tours.		
7	Provide an updated market rate analysis.		
8	Serve as "Lead Negotiator" for the top site(s).		
9	Provide updates on negotiation activities and interactions with bidders at following interval(s): _____		
10	Provide summary of evaluations and recommended bidder to whom Eligible User should award in accordance with selection criteria.		
11	Obtain a signed Commission Agreement.		
Lease Execution		Required (Yes or No)	Due Date
1	Draft (if required), review, and provide recommendations on lease documents.		

2	Route lease documents to ensure execution.		
Project Close-Out		Required (Yes or No)	Due Date
1	Conduct lease transaction service close out review with Eligible User using Engagement Checklist to verify and validate completion of all agreed upon services.		

Attachment F - Service Credit Hours Accounting Form			
Real Estate Services			
ITN No. DMS 22/23-007			
Contractor:			
Prepared By:			
Date:			
Contract Year (Initial)			
	<u>Contract Service Credit</u>	<u>Accrued Service</u>	
	<u>Hours</u>	<u>Credit Hours</u>	
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Subtotal			
Contract Year (Renewal)			
	<u>Contract Service Credit</u>	<u>Accrued Service</u>	
	<u>Hours</u>	<u>Credit Hours</u>	
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Subtotal			
Total			
Summary of Service Credit Hours Expended			
<u>Description of</u>	<u>Eligible User</u>	<u>Date</u>	<u>Hours Used</u>
<u>Service</u>			
Total Hours Expended			
Remaining Available Credit Hours			

Attachment G - Service Credit Hours Direct Order Request & Approval Form (DMS Only)

Real Estate Services

ITN No. DMS 22/23-007

Contractor:

Requested By:

Date:

Summary of Desired Work Products or Services

Short Descriptive Title for Work:

Scope of Work:

Specific Milestones or Deliverables:

Required By Date:

Contractor's Proposal to Accomplish Work

Responder:

Proposed Work Breakdown:

Proposed Credit Hours Allocated:

Proposed Timeline:

DMS Acceptance & Authorization to Proceed

Approved to Proceed (Yes or No):

Date Approved:

Approver's Signature:

Attachment H - Tenant Broker Evaluation Form**Real Estate Services****ITN No. DMS 22/23-007**

Lease ID:	_____
Agency:	_____
Location:	_____
FTE:	_____
Square Feet:	_____
Agency Leasing Manager:	_____
RSN Approval Date:	_____
Date PO Issued to Engage Broker:	_____
Procurement Release Date:	_____
Assigned Tenant Broker Company:	_____
Broker's Name:	_____

Phase 1 (Pre-Lease Work) Rating: _____ (1 to 5)

Phase 1 consists of the work prior to the procurement and execution of the lease. This phase includes: (1) Evaluating Boundaries; (2) Evaluating Award and Negotiation Criteria; (3) Determining Present Market Rates; (4) Researching Other Properties; (5) Providing Written Assessments; (6) Providing a Strategic Leasing Plan; and (7) Drafting and Reviewing Lease Forms.

Phase 2 (Procurement) Rating: _____ (1 to 5)

Phase 2 consists of the procurement of the lease. This phase includes: (1) Drafting and Distributing Procurement Documents; (2) Assisting With Bidder's Questions; (3) Attending the Bid Opening; (4) Identifying Responsive Bids; (5) Providing Updated Market Rate Analysis; (6) Negotiating the Lease; (7) Drafting a Written Summary; (8) Award Posting; and (9) Obtaining a Signed Commission Agreement.

Phase 3 (Execution) Rating: _____ (1 to 5)

Phase 3 consists of the execution phase of the lease. This phase includes: (1) Drafting and Reviewing the Lease; and (2) Routing the Lease.

Phase 4 (Build-Out) - If applicable Rating: _____ (1 to 5)

Phase 4 consists of the build-out phase (if applicable). This phase includes: (1) Documenting Savings; (2) Space Planning; (3) Providing a Detailed Timeline; (4) Attending Meetings; (5) Providing Weekly Written Updates; (6) Assisting with Final Walk-Thru; and (7) Conducting the Transaction Close-Out Package.

Comments: **Overall Rating*:**

--	--

Signature:**Date:****Rating Scale**

5	Excellent service, no issues. Vendor services went above and beyond.
4	Great service, no issues.
3	Good service. Minor issues, all resolved.
2	Problematic Service. Multiple minor issues and 1 or 2 serious issues.
1	Poor Service. Unresolved issues and problems. Reported to DMS.

*Overall rating shall be calculated as the average rating of all four phases, to the nearest one-hundredth. If Phase 4, Build Out, is not applicable, the overall rating shall be calculated only on Phases 1-3.

Attachment J - List of Private Leases (as of April 7, 2023)							
ITN No. DMS-22/23-007 - Real Estate Services							
Lease ID	Contract Name	City	Effective Date	Expiration Date	Square Footage	Primary Use	Amount per Year
8000336	GOLDEN TRIANGLE CENTER	Mount Dora	12/1/2007	11/30/2026	4,435	Office	\$115,310.00
4800877	FLAGLER AND BEVARD BUILDING	Jacksonville	6/1/2018	5/31/2023	14,561	Office	\$222,055.20
5903082	BANK OF AMERICA	Deland	2/1/2014	1/31/2024	7,700	Office	\$171,402.00
8000446	APPLEYARD COMMERCE PARK	Tallahassee	12/1/2021	11/30/2024	4,999	Unconditioned Storage	\$53,739.24
4009096	4690 NW 183RD ST BUILDING	Miami	6/26/2015	6/30/2049	56	Office	\$0.00
7909034	CAREERSOURCE SUNCOAST	Bradenton	5/1/2018	6/30/2023	120	Office	\$0.00
7600567	PROFESSIONAL CENTER AT BAY PLAZA BUILDING	Venice	11/7/2022	11/6/2032	6,420	Office	\$208,521.60
6400429	No Facility Name Provided	Orlando	4/1/2023	11/30/2029	29,722	Conditioned Storage	\$481,496.40
6400421	No Facility Name Provided	Jacksonville	7/1/2021	6/30/2026	722	Office	\$12,996.00
7001036	CRESTVIEW P & P	Crestview	1/1/2009	12/31/2033	4,300	Office	\$85,011.00
7200171	1230 APALACHEE PARKWAY BUILDING	Tallahassee	1/1/2016	12/31/2024	34,722	Office	\$572,913.00
1140076	WEST PARK PROFESSIONAL CENTER	Port St. Lucie	11/1/2017	10/31/2027	3,018	Office	\$67,905.00
4009114	701 SW 27TH AVE BUILDING	Miami	6/26/2015	6/30/2049	168	Office	\$0.00
6400377	RIVER PLAZA	Jupiter	2/1/2012	1/31/2025	3,686	Office	\$97,420.98
4200510	42K, LLC BUILDING	West Palm Beach	10/1/2022	9/30/2027	2,681	Office	\$92,226.39
4300183	HUNTLEY PARK LLC BUILDING	Tallahassee	5/1/2016	4/30/2026	6,874	Conditioned Storage	\$77,882.42
4200471	INTERSTATE BUSINESS PARK	Tampa	4/1/2015	5/31/2025	4,669	Office	\$88,944.45
8000207	PALATKA MALL	Palatka	10/1/2016	9/30/2026	2,678	Office	\$51,551.49
4800821	CUTLER BAY OFFICE CENTER	Miami	11/1/2019	1/31/2027	4,305	Office	\$137,458.65
4009085	846 SAXON BLVD BUILDING	Orange City	6/2/2015	6/30/2049	336	Office	\$0.00
C270001	PORTABLE "B"	Kissimmee	7/1/2010	6/30/2049	1,307	Office	\$6,600.35
6400422	141 WATTS STREET BUILDING	Jacksonville	5/1/2022	4/30/2029	6,472	Office	\$87,372.00
7001050	OLD TOWN P & P OFFICE	Old Town	10/1/2009	9/30/2029	1,999	Office	\$39,980.00
5500361	GOLDEN COMMERCE CENTER	Tallahassee	2/13/2023	1/31/2028	3,250	Unconditioned Storage	\$39,000.00
6400400	THE CENTRE OF TALLAHASSEE BUILDING	Tallahassee	10/1/2019	9/30/2034	136,039	Office	\$2,509,919.00
C270008	PORTABLE "N"	Kissimmee	7/1/2010	6/30/2049	864	NOC	\$2,998.08
6400369	1100 CENTRAL PARK DR BUILDING	Sanford	10/1/2010	9/30/2024	6,600	Unconditioned Storage	\$65,340.00
4009125	324 6TH AVE N BUILDING	Wauchula	6/26/2015	6/30/2049	56	Office	\$0.00
5903084	LA MIRADA PLAZA	Kissimmee	4/1/2014	5/31/2023	7,518	Office	\$148,856.40
7001189	AIRCORN BUILDING	Ocala	5/1/2019	4/30/2029	8,400	Office	\$226,800.00
3600691	WEST TOWN CORNERS	Altamonte Springs	1/3/2013	1/31/2024	7,438	Office	\$327,272.00
7001135	CORPORATE SQUARE	Tampa	3/1/2017	5/31/2024	9,757	Office	\$195,140.00
4200490	729 EAST WADE STREET BUILDING	Trenton	7/1/2016	6/30/2026	1,400	Office	\$29,175.99
4009121	2525 SW ST BUILDING	Tallahassee	6/26/2015	6/30/2049	336	Office	\$0.00
7200179	RIVERPLACE SOUTH	Jacksonville	12/1/2018	11/30/2028	7,093	Office	\$175,197.10
8000349	PAGES DAIRY OFFICE CENTER	Yulee	11/1/2008	10/31/2024	2,200	Office	\$54,890.00
6400060	APALACHEE WAREHOUSE CENTER, FERRELL RENTALS	Tallahassee	9/15/1997	6/30/2049	1,450	Unconditioned Storage	\$15,602.00
7609038	KEY LARGO AMBULANCE BUILDING	Key Largo	1/1/2015	12/31/2030	264	Office	\$0.00
7001164	COUNSEL SQUARE I BUILDING	New Port Richey	7/1/2018	6/30/2026	9,487	Office	\$163,650.75
7300422	BUILDING 180	Atlanta	6/1/2022	5/31/2027	6,503	Office	\$153,991.00
7600529	RONCO PLAZA	Brooksville	7/1/2010	12/31/2026	2,600	Office	\$70,850.00
6500066	QUIETWATER BUSINESS PARK BUILDING	Gulf Breeze	9/1/2016	8/31/2023	3,102	Office	\$75,130.44
4009087	1335 OLD DIXIE HWY BUILDING	Vero Beach	6/2/2015	6/30/2049	56	Office	\$0.00
5903182	UNITED AGAINST POVERTY - VERO BEACH BUILDING	Vero Beach	1/1/2022	12/31/2026	667	Office	\$12,326.16
5903096	1016 S 6TH AVE BUILDING	Wauchula	11/1/2015	10/31/2023	2,200	Office	\$43,802.00
6500065	FOREST PARK OFFICE CENTER BUILDNG	Panama City	3/1/2016	2/28/2026	2,460	Office	\$59,040.00
5903124	SANFORD PLAZA	Sanford	2/1/2017	1/31/2024	1,999	Office	\$38,980.50
4009078	1016 S 6TH AVE BUILDING	Wauchula	6/2/2015	6/30/2049	56	Office	\$0.00
6700020	901 INDUSTRIAL DR BUILDING	Wildwood	7/1/2022	6/30/2025	7,594	Office	\$157,955.10

1140077	40 SARASOTA CENTER BLVD.	Sarasota	8/28/2017	8/31/2027	1,185	Office	\$23,403.75
7300425	CAPITAL CENTER	Tallahassee	3/1/2023	2/28/2033	34,809	Office	\$548,241.75
4300193	SPOKANE BUILDING	Doral	6/1/2019	5/31/2024	3,572	Office	\$137,129.00
7200122	444 SEABREEZE BUILDING	Daytona Beach	4/1/2002	3/31/2024	2,909	Office	\$57,220.03
5903041	CURRY BUILDING	Panama City	2/1/2012	1/31/2027	13,555	Office	\$348,092.40
7001232	DELAND PLAZA BUILDING	Deland	6/1/2022	4/30/2023	2,500	Office	\$49,824.99
4800845	SHELL HARBOR	Fort Walton Beach	9/1/2014	8/31/2024	3,214	Office	\$84,303.22
4009091	329 BILL FRANCE BLVD BUILDING	Daytona Beach	6/2/2015	6/30/2049	392	Office	\$0.00
5500360	3185 BLAIR STONE COMPLEX CENTER BUILDING	Tallahassee	11/1/2019	10/31/2034	62,301	Office	\$1,697,702.00
8000462	SPRING ST BUILDING	Pensacola	3/1/2023	2/28/2026	7,179	Office	\$157,938.00
7700257	PETER PRINCE FIELD BUILDING	Milton	4/1/2022	3/31/2025	80	Office	\$1,800.00
4009131	1184 S 6TH ST BUILDING	Macclenny	6/26/2015	6/30/2049	56	Office	\$0.00
4800827	510 VONDERBURG	Brandon	10/1/2013	9/30/2026	2,739	Office	\$54,944.34
7100263	BRIDGEWATER PROFESSIONAL CENTER BUILDING	Fort Pierce	3/1/2017	2/28/2027	1,811	Office	\$49,748.16
4009062	15000 CITRUS COUNTY DR BUILDING	Dade City	6/2/2015	6/30/2049	112	Office	\$0.00
6400060	APALACHEE WAREHOUSE CENTER, FERRELL RENTALS	Tallahassee	9/15/1997	6/30/2049	1,500	Unconditioned Storage	\$8,100.00
5903134	THE CENTRE OF TALLAHASSEE BUILDING	Tallahassee	12/1/2020	7/31/2031	258,770	Office	\$5,509,213.30
4009060	683 S ADOLPH PT BUILDING	Lecanto	6/2/2015	6/30/2049	112	Office	\$0.00
5009021	VAOPC VIERA BUILDING	Viera	5/20/2015	6/30/2049	432	Office	\$0.00
8000383	WASHINGTON PLAZA	Titusville	11/1/2014	10/31/2024	5,904	Office	\$91,393.92
1140051	CENTURY FINANCIAL CENTER LTD	Lakeland	8/1/1994	7/31/2023	1,552	Office	\$30,652.00
4800816	ATRIUM WEST	Sunrise	7/1/2011	6/30/2027	11,538	Office	\$346,140.00
4200456	PROSPECT OFFICE CENTER	Melbourne	7/1/2012	6/30/2027	951	Office	\$18,534.99
4300200	PALM COURT	Tampa	5/1/2020	4/30/2025	14,319	Office	\$326,616.39
4500116	WEST TENNESSEE WAREHOUSES	Tallahassee	4/1/2022	3/31/2024	1,463	Conditioned Storage	\$7,797.79
4009135	833 6TH ST BUILDING	Miami Beach	6/26/2015	6/30/2049	56	Office	\$0.00
5903122	ROYAL PALM FINANCIAL CENTER SOUTH	Stuart	10/1/2016	9/30/2027	4,100	Office	\$127,755.90
4009063	705 E BASE ST BUILDING	Madison	6/2/2015	6/30/2049	280	Office	\$0.00
4200466	CHOCTAW PLAZA	Fort Walton Beach	11/1/2012	10/31/2023	3,394	Office	\$74,905.58
7600564	NET PARK	Tampa	9/1/2021	8/31/2026	8,000	Office	\$204,800.00
7001171	233 NORTH 9TH ST BUILDING	Haines City	11/1/2018	10/31/2026	3,210	Office	\$83,460.00
4300192	COOK BUILDING	Pace	11/1/2018	10/31/2023	4,000	Conditioned Storage	\$47,280.00
7100269	IMPERIAL PLAZA BUILDING2	Melbourne	4/1/2020	3/31/2025	2,010	Office	\$42,612.00
4200471	INTERSTATE BUSINESS PARK	Tampa	4/1/2015	5/31/2025	1,759	Office	\$33,420.99
7909016	ST JOHNS GREYHOUND PARK BUILDING	Jacksonville	6/5/2015	6/30/2049	200	Office	\$0.00
6400432	DAVIE PARK OF COMMERCE	Davie	1/1/2022	12/31/2023	4,300	Office	\$80,496.00
7300404	5483 W WATERS AVE BUILDING	Tampa	9/1/2018	8/31/2028	22,064	Office	\$703,620.96
7800188	FLAGLER BUILDING	Jacksonville	4/1/2008	3/31/2025	1,162	Office	\$22,205.82
8000403	MIDTOWN CENTRE OFFICE PARK 1400 - DJJ	Jacksonville	11/1/2016	10/31/2023	2,804	Office	\$46,266.00
5903161	MIDTOWN CENTRE OFFICE PARK - DCF	Jacksonville	7/1/2021	10/31/2029	16,350	Office	\$371,962.50
3100060	4400 BLOUNTSTOWN HIGHWAY	Tallahassee	11/1/2022	9/30/2023	17,500	Conditioned Storage	\$144,024.90
4800855	CITY CENTRE KISSIMMEE	Kissimmee	7/1/2016	6/30/2026	3,929	Office	\$127,692.50
7001009	CITY PLAZA	Bunnell	9/1/2008	8/31/2025	3,300	Office	\$69,861.00
6500059	COLONY SPRINGS OFFICE BUILDING	Tamarac	10/1/2011	9/30/2026	4,276	Office	\$98,134.20
7700237	RIVERFRONT PROFESSIONAL CENTER	Jacksonville	4/1/2018	3/31/2023	-	Office	\$0.00
7909020	MELBOURNE GREYHOUND PARK BUILDING	Melbourne	6/5/2015	6/30/2049	120	Office	\$0.00
4009116	3050 HORSESHOE DR N BUILDING	Naples	6/26/2015	6/30/2049	56	Office	\$0.00
7001155	9211 N DAVIS HIGHWAY BUILDING	Pensacola	9/1/2017	8/31/2029	10,200	Office	\$260,100.00
4200471	INTERSTATE BUSINESS PARK	Tampa	4/1/2015	5/31/2025	1,344	Office	\$27,552.00
7001159	TARPON MEDICAL AND PROFESSIONAL CENTER	Tarpon Springs	7/1/2018	6/30/2026	4,152	Office	\$116,048.40
3600698	TRADEWINDS SHOPPING CENTER	Pensacola	11/19/2022	11/18/2032	6,195	Office	\$144,033.75
7700252	ENTERPRISE BUSINESS PARK	Pinellas Park	1/1/2023	12/31/2026	6,777	Unconditioned Storage	\$71,158.50

7909004	OCALA POKER & JAI ALAI BUILDING	Orange Lake	6/5/2015	6/30/2049	255	Office	\$0.00
4300198	PENSACOLA BUSINESS CENTER BUILDING	Pensacola	5/1/2020	4/30/2025	4,999	Office	\$164,967.00
8000385	TANDEM CENTER II	Venice	10/1/2014	9/30/2025	3,937	Office	\$87,322.65
8000282	SARNO BUSINESS COMPLEX	Melbourne	3/13/2004	9/30/2024	7,374	Office	\$173,952.66
5903171	WESTSIDE PLAZA	Orlando	3/1/2021	2/28/2026	9,789	Office	\$232,195.08
7001129	121 N JEFFERSON ST BUILDING	Perry	2/1/2016	1/31/2024	2,607	Office	\$43,015.50
7909019	ORLANDO SEMINOLE JAI ALAI BUILDING	Fern Park	6/5/2015	6/30/2049	125	Office	\$0.00
7600469	CRUSADER BUILDING	Palmetto	12/15/2005	12/14/2025	3,213	Office	\$102,751.74
4300097	WAREHOUSE BUILDING	Tallahassee	7/1/1993	6/30/2025	2,955	Unconditioned Storage	\$17,582.25
7600550	18326 NW 7TH AVE BUILDING	Miami Gardens	4/1/2017	3/31/2027	5,433	Office	\$232,369.41
5903036	MILTON SERVICE CENTER	Milton	3/1/2011	2/28/2026	4,289	Office	\$73,985.25
8000380	MANATEE OFFICE CENTERS	Bradenton	12/17/2012	3/31/2028	11,499	Office	\$271,951.35
7001153	SOUTHSIDE SHOPPING CENTER BUILDING	Leesburg	9/1/2017	8/31/2024	3,378	Office	\$100,495.50
7900095	240 NW 76TH DR BUILDING	Gainesville	7/1/2012	6/30/2027	7,623	Office	\$168,010.92
4009069	2730 US HWY 27 N BUILDING	Sebring	6/2/2015	6/30/2049	224	Office	\$0.00
4100120	SCI BUILDING	Pensacola	9/1/2008	8/31/2025	4,122	Office	\$131,697.90
7001203	IMF BUILDING	Miami Gardens	5/1/2020	4/30/2027	26,150	Office	\$823,725.00
5903137	3758 W. OAKLAND PARK BLVD BUILDING	Lauderdale Lakes	11/1/2019	10/31/2024	4,999	Office	\$176,714.65
8000458	401 NW 3RD STREET, LLC BUILDING	Okeechobee	9/1/2022	8/30/2027	2,535	Office	\$62,741.25
4200489	CURREN COMPLEX BUILDING	Okeechobee	5/1/2016	4/30/2023	1,192	Office	\$19,644.16
5903123	EMERALD COAST CHILDREN'S ADVOCACY CENTER BUILDING	Defuniak Springs	5/1/2016	4/30/2026	414	Office	\$3,738.42
9000015	EVERBANK CENTER BUILDING	Jacksonville	1/1/2016	6/6/2026	197,733	Office	\$3,863,702.00
4009109	96042 LOFTON SQ CT BUILDING	Yulee	6/26/2015	6/30/2049	168	Office	\$0.00
4800849	SUMMERDALE PROFESSIONAL PARK BUILDING	Pace	11/1/2019	10/31/2029	2,125	Office	\$56,270.00
8000389	THE PORT CENTER BUILDING	Riviera Beach	11/1/2015	10/31/2027	3,433	Office	\$71,406.39
5903086	EMERALD COAST CHILDREN'S ADVOCACY CENTER	Niceville	11/1/2014	10/31/2023	2,809	Office	\$22,724.81
C270003	PORTABLE "H"	Kissimmee	7/1/2010	6/30/2049	864	NOC	\$2,998.08
5903180	BUILDING B	Kissimmee	1/1/2022	12/31/2026	1,950	Office	\$48,672.00
4200432	CENTRE BUILDING	Jacksonville	7/1/2008	6/30/2023	4,378	Office	\$93,601.64
5903105	METROWEST CENTER	Orlando	7/1/2015	6/30/2027	21,882	Office	\$602,411.46
4800887	CHARLOTTE COUNTY CENTER BUILDING	Port Charlotte	8/1/2020	7/31/2025	2,451	Office	\$64,338.75
5009044	DAYTONA BEACH OPC BUILDING	Daytona Beach	10/1/2021	9/30/2026	15	Office	\$0.00
4300188	1579 SUMMIT LAKE DR BUILDING	Tallahassee	11/1/2019	10/31/2034	71,008	Office	\$1,809,993.00
5903192	PORT CENTER	Riviera Beach	12/1/2022	11/30/2027	21,047	Office	\$589,316.00
4800881	SOUTH SQUARE SHOPPING CENTER BUILDING	Brooksville	2/1/2020	1/31/2030	2,850	Office	\$69,825.00
8000460	562 US HWY 90 E	Defuniak Springs	4/1/2023	3/31/2030	1,134	Office	\$33,453.00
7300395	WELLS FARGO BANK BUILDING	Sebring	8/1/2017	7/31/2027	4,762	Office	\$100,002.00
4100147	FLAGLER WATERVIEW BUILDING	West Palm Beach	2/1/2022	1/31/2027	26,212	Office	\$942,321.30
4200467	UNITS #7 AND #8	Tallahassee	12/1/2012	6/30/2049	4,000	Unconditioned Storage	\$25,599.99
7700258	MARITIME & DEFENSE TECHNOLOGY HUB BUILDING	St. Petersburg	6/1/2022	10/31/2026	1,430	Labs	\$43,457.70
7300351	LAFAYETTE PLAZA	Marianna	11/1/2011	10/31/2026	11,863	Office	\$225,396.90
4009102	4150 FORD ST EXTENSION BUILDING	Fort Myers	6/26/2015	6/30/2049	784	Office	\$0.00
4009138	4150 FORD ST EXTENSION BUILDING	Fort Myers	12/14/2015	6/30/2049	224	Office	\$0.00
7001185	PALM PLAZA	Florida City	5/1/2019	4/30/2026	6,683	Office	\$207,173.00
7600504	NORTHSIDE CENTER	Miami	8/20/2008	8/19/2023	6,236	Office	\$197,307.04
4800884	12000 BISCAYNE BOULEVARD BUILDING	Miami	11/1/2018	10/31/2025	7,154	Office	\$220,128.58
4009132	1140 W CLARK ST BUILDING	Quincy	6/26/2015	6/30/2049	224	Office	\$0.00
7909022	PALM BEACH KENNEL CLUB BUILDING	West Palm Beach	6/5/2015	6/30/2049	294	Office	\$0.00
6400433	TELECOM TECHNOLOGY CENTER	Tampa	7/1/2022	6/30/2027	3,397	Office	\$69,638.49
4009061	409 NE RACETRACK RD BUILDING	Fort Walton Beach	6/2/2015	6/30/2049	448	Office	\$0.00
7001146	1844 17TH ST BUILDING	Sarasota	10/1/2017	9/30/2024	5,794	Office	\$133,262.04
7300371	THE TINA BUILDING	Holiday	10/1/2013	9/30/2028	8,882	Office	\$182,081.00

4200467	UNITS #7 AND #8	Tallahassee	12/1/2012	6/30/2049	4,000	Unconditioned Storage	\$21,600.00
4300194	EDGEWATER CORPORATE CENTER BUILDING A	Tallahassee	11/1/2019	10/31/2034	29,392	Office	\$646,330.08
7600521	HAMMOCK PLAZA	Miami	6/1/2009	5/31/2024	4,999	Office	\$199,960.00
5903174	SUMTER OFFICE BUILDING	Wildwood	7/1/2021	6/30/2026	16,049	Office	\$241,537.40
9000017	1516-C1 CAPITAL CIRCLE SE	Tallahassee	10/1/2017	9/30/2024	1,996	Conditioned Storage	\$7,784.40
7001184	GULF SOUTH CENTER	Tampa	2/1/2020	4/30/2026	4,543	Office	\$98,355.95
7700215	3950 34TH ST S BUILDING	St. Petersburg	3/1/2011	3/31/2049	300	Unconditioned Storage	\$3,576.00
7001147	POLO MARKET PLACE BUILDING	West Palm Beach	9/1/2017	8/31/2024	4,800	Office	\$142,800.00
4009161	10 NW 6TH STREET BUILDING	Gainesville	9/1/2019	8/31/2049	283	Office	\$0.00
7001221	KINGSTON BUILDING	Fort Lauderdale	1/1/2023	12/31/2030	6,253	Office	\$168,643.41
4200225	JAMES H WRIGHT BUILDING	Hastings	7/1/1991	6/30/2049	505	Office	\$5,100.50
7909021	FT. PIERCE JAI ALAI BUILDING	Fort Pierce	6/5/2015	6/30/2049	125	Office	\$0.00
5903115	700 PROFESSIONAL BUILDING	Bunnell	4/1/2016	11/30/2023	4,614	Office	\$73,824.00
7300362	8175 BUILDING	Miami	9/1/2013	8/31/2023	33,399	Office	\$1,150,929.00
8000102	DELAND PLAZA BUILDING	Deland	4/1/1996	2/28/2026	4,758	Office	\$119,901.60
4200366	BUILDING 2 UNIT C	Kissimmee	8/1/2003	6/30/2049	1,019	NOC	\$4,920.00
7008003	DEFUNIAK SPRINGS PAROLE AND PROBATION	Defuniak Springs	9/1/2004	8/31/2024	3,041	Office	\$53,734.47
3100050	HALL OF STATES	Washington	2/1/2014	12/31/2026	1,412	Office	\$114,541.44
4300204	PLANTATION WAREHOUSE FACILITY BUILDING	Plantation	7/1/2022	6/30/2025	7,891	Office	\$145,983.50
7909008	DERBY LANE BUILDING	St. Petersburg	6/5/2015	6/30/2049	250	Office	\$0.00
7300398	PALATKA MALL BUILDING 2	Palatka	10/1/2019	9/30/2029	7,709	Office	\$222,327.56
7700150	AIRCRAFT HANGAR	Marathon	7/1/1998	6/30/2049	1,200	NOC	\$18,000.00
6500031	WOODLAND COMMONS	Cocoa	3/1/2001	2/29/2028	1,976	Office	\$35,568.00
7600552	CENTRAL SHOPPING PLAZA BUILDING	Miami	1/1/2019	2/28/2029	9,320	Office	\$471,592.00
4009140	CAPITAL COMMERCE CENTER BUILDING	Tallahassee	11/14/2016	6/30/2049	540	Office	\$0.00
4200485	14505 COMMERCE WAY BUILDING	Miami Lakes	9/1/2015	8/31/2027	2,943	Office	\$70,632.00
7100260	SEBRING PROFESSIONAL PLAZA BUILDING 2	Sebring	11/1/2017	10/31/2027	4,800	Office	\$91,200.00
C140001	KENDALL T-707 COMMUNITY ED TRAILER	Miami	1/1/2013	12/31/2025	890	Office	\$5,090.80
4200482	SUMTER CROSSING COMMERCE BUILDING BUILDING	North Port	1/1/2016	12/31/2025	4,844	Office	\$125,701.80
5903111	FAIRMOUNT CINEMA SQUARE BUILDING	Sebring	5/1/2016	4/30/2026	3,502	Office	\$82,296.99
6400060	APALACHEE WAREHOUSE CENTER, FERRELL RENTALS	Tallahassee	9/15/1997	6/30/2049	1,350	Unconditioned Storage	\$8,100.00
4200430	4408 DELWOOD LANE BUILDING	Panama City	7/1/2008	6/30/2026	813	Office	\$15,447.00
5903088	LAKE CITY PROFESSIONAL PLAZA	Lake City	12/1/2014	3/31/2029	17,072	Office	\$437,555.30
7600423	AIRPORT BUSINESS CENTER BUILDING 1000	Clearwater	8/1/2002	7/31/2027	2,458	Office	\$52,404.56
4009046	600 N BROADWAY AVE BUILDING	Bartow	6/2/2015	6/30/2049	56	Office	\$0.00
7001119	MC OF FLORIDA BUILDING	Bushnell	6/1/2016	5/31/2028	3,212	Office	\$70,503.40
4100137	CONCOURSE CENTER 4	Tampa	3/15/2020	3/31/2025	50,493	Office	\$1,391,587.00
6200063	BUILDING 600	Tampa	11/1/2018	12/31/2023	1,396	Office	\$26,384.40
8000226	NEPERONY BUILDING	Milton	7/1/2000	6/30/2027	3,038	Office	\$49,762.44
4009056	680 2ND ST BUILDING	Chipley	6/2/2015	6/30/2049	56	Office	\$0.00
7100257	CONCORDE PLAZA BUILDING	Sunrise	9/1/2016	8/31/2028	4,257	Office	\$142,354.08
3700237	BUILDING NO. 12	Jay	10/1/2021	9/30/2026	713	Office	\$8,406.27
5903090	NAVY PARK PLAZA	Pensacola	9/1/2014	7/31/2024	13,170	Unconditioned Storage	\$89,424.30
5903161	MIDTOWN CENTRE OFFICE PARK - DCF	Jacksonville	7/1/2021	10/31/2029	13,527	Office	\$307,739.25
6400405	551 OWEN BUILDING	Lehigh Acres	8/1/2018	7/31/2023	4,800	Office	\$72,432.00
4800769	CROWN BANK PLAZA	Lakeland	8/1/2006	7/31/2023	2,265	Office	\$61,155.00
4200437	SEACOAST NATIONAL BANK OPS CENTER	Okeechobee	12/1/2008	11/30/2023	3,525	Office	\$71,381.25
4800837	SHOPPES AT VERO MALL	Vero Beach	7/1/2015	7/31/2025	1,968	Office	\$50,105.28
7909010	SARASOTA KENNEL CLUB BUILDING	Sarasota	6/5/2015	6/30/2049	214	Office	\$0.00
4800779	THE GRAND CORPORATE CENTRE	Miami Lakes	3/1/2008	2/28/2026	4,500	Office	\$140,445.00
4300199	UNIVERSITY OFFICE PARK BUILDING 15	Pensacola	3/1/2020	2/28/2025	4,475	Office	\$92,543.00
7100237	PALM AIRE PLAZA	Sarasota	7/1/2010	6/30/2025	2,258	Office	\$30,618.48

2100061	JUSTICE ADMINISTRATIVE COMMISSION	Tallahassee	4/1/2015	6/30/2049	1	Office	\$0.00
4800885	DSG MARIANNA BUILDING	Marianna	6/1/2019	5/31/2026	2,915	Office	\$83,573.05
6200046	COLONIAL MARKET PLACE	Orlando	10/1/2006	9/30/2026	1,200	Office	\$47,592.00
7300390	EDGEWATER CORPORATE CENTER BLDG B	Tallahassee	11/1/2017	10/31/2029	6,110	Office	\$138,208.20
5903177	97 CORAL WAY PLAZA	Miami	8/1/2021	7/31/2026	18,011	Office	\$554,558.60
7700199	HANGAR B NORTH	Tallahassee	7/1/2008	6/30/2023	7,607	NOC	\$77,439.26
4209047	GILCHRIST NURSERY BUILDING	Trenton	7/1/2022	6/30/2025	123,896	Agricultural	\$500,000.04
7909001	CREEK ENTERTAINMENT GRETN A BUILDING	Gretna	6/5/2015	6/30/2049	100	Office	\$0.00
6400417	JAX FEDERAL OFFICE BUILDING	Jacksonville	9/1/2021	8/31/2026	2,858	Office	\$73,593.50
7100227	FORT KNOX	Tallahassee	5/1/2007	4/30/2027	11,318	Office	\$299,927.00
4300184	3038-3040 BRAVO COURT WAREHOUSE BUILDING	Orange Park	8/1/2017	7/31/2027	3,000	Office	\$22,680.00
7600570	APP THANGARS BUILDING	Fort Pierce	1/1/2022	12/31/2024	1,000	Unconditioned Storage	\$5,990.00
5903135	FREGLY CAPITAL BUSINESS CENTER BUILDING	Tallahassee	6/1/2017	5/31/2023	4,000	Conditioned Storage	\$30,000.00
5903159	1055 BARTOW SERVICE CENTER	Bartow	11/1/2019	10/31/2024	16,000	Office	\$456,000.00
7909024	DANIA JAI ALAI BUILDING	Dania Beach	6/5/2015	6/30/2049	200	Office	\$0.00
7001216	LAKE CITY PROFESSIONAL PLAZA 1435	Lake City	9/1/2022	8/31/2029	5,882	Office	\$129,109.80
6400427	ENTERPRISE BUILDING	Orlando	5/1/2022	4/30/2029	6,836	Office	\$155,860.80
7100264	815 N OHIO AVENUE BUILDING	Live Oak	2/1/2017	1/31/2027	3,747	Office	\$59,989.47
7001199	CROSSROADS PLAZA	Brooksville	8/1/2020	7/31/2025	4,734	Office	\$99,414.00
5903074	PROFESSIONAL BUILDING	Key West	9/1/2013	8/31/2023	3,507	Office	\$120,816.15
5903053	BRANNON-SAUNDERS BUILDING	Bonifay	7/1/2012	6/30/2027	4,315	Office	\$107,270.90
4800874	CENTER POINTE ON 43RD BUILDING	Gainesville	8/1/2018	7/31/2025	4,760	Office	\$136,421.60
7900043	TALLAHASSEE INDUSTRIAL PARK	Tallahassee	11/1/1993	10/31/2049	2,985	Unconditioned Storage	\$12,540.00
6400297	DAVIS INDUSTRIAL PARK	Davie	6/1/2020	5/31/2026	4,950	Medical care	\$68,805.00
7100273	1909 PARENTAL HOME ROAD BUILDING	Jacksonville	12/1/2020	11/30/2024	2,000	Office	\$25,800.00
8000409	1090 US 17 BUILDING	Bartow	2/1/2016	9/30/2025	3,000	Office	\$51,000.00
4200440	BHP BUILDING	Vero Beach	11/1/2009	10/31/2027	4,000	Office	\$81,999.99
7300416	SUMMIT CONGRESS PLAZA	West Palm Beach	6/1/2020	5/31/2025	24,566	Office	\$723,960.02
4009081	VALENCIA COLLEGE CIT BUILDING	Kissimmee	6/2/2015	6/30/2049	168	Office	\$0.00
7600526	MALL OF AMERICAS	Miami	4/1/2010	2/28/2027	16,006	Office	\$775,970.88
8000317	CROCKETT BUILDING	Macclenny	9/1/2006	8/31/2027	525	Office	\$11,329.50
4200468	ORANGE PLAZA CENTER	Davie	4/1/2013	3/31/2023	-	Office	\$0.00
7001125	634 PARK STREET BUILDING	Clearwater	7/1/2015	6/30/2022	6,989	Office	\$184,230.00
4009133	3420 8TH AVE BUILDING	St. Petersburg	6/26/2015	6/30/2049	616	Office	\$0.00
6400399	TOWER HILL PROFESSIONAL PARK BUILDING	Gainesville	4/1/2017	3/31/2027	2,500	Office	\$70,224.99
4800774	GLENWOOD PLAZA	Melbourne	4/1/2008	3/31/2024	3,402	Office	\$82,600.56
4200338	HANGARS F12-F14 BUILDING	Tallahassee	5/15/2002	12/31/2050	3,024	NOC	\$8,316.00
4200454	400 NORTH CONGRESS AVE BUILDING	West Palm Beach	7/1/2012	6/30/2027	6,878	Office	\$181,097.74
6400390	INDEPENDENCE BUILDING	Orlando	8/1/2015	7/31/2025	43,220	Office	\$873,476.20
4009130	11160 BEACH BLVD BUILDING	Jacksonville	6/26/2015	6/30/2049	510	Office	\$0.00
6400345	UNIVERSITY EXECUTIVE CENTER	Jacksonville	1/1/2009	12/31/2025	14,997	Medical care	\$308,938.20
4009057	2175 NORTH WEST 11TH DRIVE BUILDING	Chiefland	6/2/2015	6/30/2049	112	Office	\$0.00
6400336	SPOKANE BUILDING	Doral	3/1/2009	2/29/2024	4,862	Office	\$188,791.46
4800778	PARK CENTRE	Miami Gardens	3/1/2008	2/29/2028	3,500	Office	\$90,999.99
7909028	HIACLEAH PARK HORSE TRACK BUILDING	Hialeah	6/5/2015	6/30/2049	792	Office	\$0.00
1140066	901 MAITLAND BUILDING	Maitland	5/1/2004	8/31/2024	2,292	Office	\$53,930.76
4800744	2754 ENTERPRISE BUILDING	Orange City	8/1/2007	7/31/2025	3,000	Office	\$69,000.00
7700211	SEMORAN COMMERCE CENTER	Orlando	4/1/2010	3/31/2028	4,642	Office	\$97,482.00
6400413	BELL SHOALS EXECUTIVE PARK BUILDING	Brandon	9/1/2021	10/31/2026	3,250	Office	\$81,185.00
5903150	NORTHGATE COMPLEX	Gainesville	4/1/2019	3/31/2024	26,600	Office	\$479,864.00
8000430	ICOT BUSINESS CENTER BUILDING	Clearwater	3/1/2020	2/28/2025	3,124	Office	\$56,356.96
4300202	LIBERTY BUSINESS PARK BUILDING	Daytona Beach	4/1/2021	6/30/2026	3,249	Office	\$102,181.05

8000448	RIVERGATE COMMONS	Tampa	2/1/2023	1/31/2028	10,695	Office	\$204,595.35
4200505	3800 ESPLANADE WAY BUILDING	Tallahassee	6/1/2020	9/14/2029	8,486	Office	\$210,198.20
6800075	NORTH PARK OFFICE CENTER	Tampa	5/1/2018	4/30/2023	13,739	Office	\$344,986.29
7700209	PANHANDLE EDUCATORS FEDERAL CREDIT UNION	Southport	7/7/2009	6/30/2024	1,200	Office	\$19,800.00
7300282	SUN TRUST BANK BUILDING	Arcadia	8/1/2005	7/31/2025	3,129	Office	\$46,653.39
5903172	SULZBACHER VILLAGE BUILDING	Jacksonville	4/1/2021	3/31/2024	640	Office	\$6,400.00
7909018	SANFORD ORLANDO KENNEL CLUB BUILDING	Longwood	6/5/2015	6/30/2049	150	Office	\$0.00
7909011	NAPLES/FT MYERS GREYHOUND PARK BUILDING	Bonita Springs	6/5/2015	6/30/2049	336	Office	\$0.00
4200389	WALDEN OAKS PROFESSIONAL CENTER	Naples	11/1/2005	10/31/2023	855	Office	\$22,717.35
5903173	WEWORK PLACE BUILDING	Tampa	7/1/2021	5/31/2026	17,285	Office	\$711,623.40
4809104	WINSTON E. ARNOW FEDERAL BUILDING	Pensacola	11/1/2014	10/31/2049	50	Food Services	\$0.00
8000421	CENTER POINTE PLAZA	Lake Worth	2/1/2019	1/31/2030	6,626	Office	\$204,809.66
4200452	NORTH FLORIDA MINI STORAGE	Williston	11/1/2010	10/31/2049	360	Unconditioned Storage	\$1,512.00
8000368	BRADFORD EXECUTIVE CENTER	Starke	8/1/2010	7/31/2026	676	Office	\$13,182.00
4800684	HOLLYWOOD REED ACT BUILDING	Hollywood	7/1/2000	6/29/2049	2,338	Office	\$32,685.24
7100256	COMPASS POINTE HANGAR BUILDING	Tallahassee	5/1/2015	4/30/2049	4,785	NOC	\$36,270.00
5903103	OCALA WATERMETERS FACILITY	Ocala	11/1/2014	10/31/2023	36,514	Office	\$821,565.00
7600557	PINE ISLAND PLAZA	Sunrise	8/26/2019	8/25/2029	10,350	Office	\$378,913.50
7200163	ONE CLEARLAKE CENTRE	West Palm Beach	4/1/2013	3/31/2026	7,989	Office	\$283,609.50
5903035	GULF SHORE PLAZA	Labelle	8/17/2016	8/16/2024	1,100	Office	\$25,520.00
7000919	MILL CREEK PLAZA	Crawfordville	10/1/2003	9/30/2025	1,983	Office	\$30,141.60
5902971	SANTA ROSA KIDS HOUSE	Milton	5/6/2008	5/31/2025	2,023	Office	\$26,197.85
8000400	690 E. DUVAL STREET	Lake City	4/1/2016	3/31/2026	3,830	Office	\$71,812.50
6400390	INDEPENDENCE BUILDING	Orlando	8/1/2015	7/31/2025	1,008	Office	\$20,371.68
5903170	MAJOR CENTER PLAZA II BUILDING	Orlando	5/1/2022	4/30/2027	4,999	Office	\$139,971.90
4009159	2308 KILLEARN CENTER BLVD BUILDING	Tallahassee	5/2/2018	6/30/2049	159	Office	\$0.00
8000450	PERRY PLAZA	Perry	3/1/2022	2/28/2027	2,200	Office	\$28,599.99
4500115	THE CENTRE OF TALLAHASSEE BUILDING	Tallahassee	12/1/2019	11/30/2030	31,406	Office	\$700,039.74
1140068	CONCOURSE CENTER III OFFICE BUILDING	Tampa	9/1/2006	8/31/2024	4,000	Office	\$120,200.00
8000395	ORLEANS BUILDING	Ocala	8/1/2016	7/31/2026	6,108	Office	\$146,653.08
7001141	410 RENFRO ST BUILDING	Plant City	9/1/2017	6/30/2024	4,267	Office	\$114,355.50
7300399	LIVE OAKS PLAZA BUILDING	Fort Myers	3/1/2018	2/28/2025	14,365	Office	\$419,745.30
5903025	210 EAST 11TH ST BUILDING	Panama City	11/1/2009	1/31/2027	910	Office	\$23,295.99
4300201	SUMMIT LAKE DRIVE BUILDING	Tallahassee	9/1/2019	8/31/2049	1	Office	\$0.00
7700247	2002 OLD ST. AUGUSTINE RD A BUILDING	Tallahassee	11/7/2019	11/6/2024	4,590	Office	\$87,898.50
7700254	ANDERSON WAREHOUSE FACILITY	Port Charlotte	3/1/2022	2/28/2027	6,613	Office	\$171,541.20
5903121	TMI BUILDING	Immokalee	7/1/2017	6/30/2023	3,750	Office	\$119,437.50
4009100	7300 CORPORATE CTR DR BUILDING	Miami	6/26/2015	6/30/2049	1,400	Office	\$0.00
6400335	FORUM PLACE	West Palm Beach	4/1/2008	3/31/2027	4,525	Office	\$101,812.50
4800794	WOODLAND COMMONS	Cocoa	3/1/2009	2/29/2024	3,420	Office	\$80,746.20
4009090	5275 BABCOCK ST NE BUILDING	Palm Bay	6/2/2015	6/30/2049	448	Office	\$0.00
4500107	THE STORAGE CENTER	Tallahassee	5/10/2006	5/9/2023	350	Unconditioned Storage	\$4,091.50
4800879	WORKNEST BUILDING	Live Oak	2/1/2018	1/31/2028	1,538	Office	\$39,065.20
8000429	LAKESHORE BUSINESS CENTER BUILDING	Fort Lauderdale	2/1/2021	2/29/2028	10,633	Office	\$349,719.30
7300415	MISSOURI AVE BUILDING	Lakeland	10/1/2019	9/30/2029	35,740	Office	\$993,214.60
4200481	PAGE PARK BUILDING	Fort Myers	9/1/2015	8/31/2025	1,604	Conditioned Storage	\$16,200.39
4009160	525 STATE ROAD 16 BUILDING	St. Augustine	9/1/2019	8/31/2049	168	Office	\$0.00
8000140	TRENTON SERVICE CENTER	Trenton	5/1/1997	4/30/2027	1,751	Office	\$31,115.27
4209029	5312 CLIFF ST BUILDING	Graceville	6/24/2015	6/30/2049	18,200	Office	\$0.00
7900101	OASEAS PROFESSIONAL CENTER	Panama City Beach	8/1/2014	7/31/2024	4,256	Office	\$105,378.56
7600530	LAUDERDALE MARKETPLACE	Lauderdale Lakes	2/28/2012	4/19/2027	12,500	Office	\$346,749.90
7700208	ADVANCED SABAL PALM CORP. BUILDING	Naples	7/1/2009	6/30/2024	4,558	Office	\$62,171.12

8000096	CUTLER RIDGE REGIONAL CENTER	Miami	1/1/1996	12/31/2026	2,999	Office	\$68,976.99
7300371	THE TINA BUILDING	Holiday	10/1/2013	9/30/2028	8,882	Office	\$168,758.00
6400418	TRUSTED PROFESSIONAL PARK BUILDING	Lehigh Acres	8/1/2021	7/31/2028	4,000	Office	\$144,000.00
6400349	HITCHCOCK CENTER	Alachua	8/1/2009	7/31/2025	2,400	Medical care	\$49,128.00
6500049	MIDTOWN CENTRE	Jacksonville	10/1/2006	12/31/2026	3,985	Office	\$71,730.00
7001144	DAYTONA SHOPPING CENTER BUILDING	Daytona Beach	11/1/2019	10/31/2029	8,207	Office	\$212,971.65
8000441	7596 CENTURION PARKWAY BUILDING	Jacksonville	10/1/2022	9/30/2029	16,405	Office	\$442,935.00
3600689	BAYMEADOWS JUNCTION	Jacksonville	3/12/2012	3/11/2027	6,400	Office	\$147,584.00
7200132	HIGH POINTE BUILDING	Sarasota	4/1/2004	3/31/2023	-	Office	\$0.00
4200501	TOWER 1555 BUILDING	West Palm Beach	5/1/2019	4/30/2023	1,258	Office	\$41,488.84
4800880	INTERLAKEN PLAZA BUILDING	Leesburg	6/1/2018	5/31/2023	2,160	Office	\$46,591.20
4800797	CONGRESS CORPORATE PLAZA II	Boca Raton	6/1/2009	5/31/2024	3,451	Office	\$79,234.96
8000398	PINE AVENUE BUSINESS CENTER BUILDING	Inverness	11/1/2016	10/31/2023	1,750	Office	\$34,230.00
6400277	NORTH PARK OFFICE CENTER	Tampa	10/1/2006	9/30/2026	37,549	Office	\$1,051,371.00
4300185	MONROE COMMERCCENTER SOUTH PHASE III BUILDING	Sanford	5/1/2017	4/30/2027	2,160	Unconditioned Storage	\$21,600.00
8000407	114 E NOBLE AVE BUILDING	Bushnell	3/1/2016	2/28/2026	1,163	Office	\$30,237.99
C270006	PORTABLE "K"	Kissimmee	7/1/2010	6/30/2049	864	NOC	\$2,998.08
7300418	HIGH POINT PLAZA	Hillside	12/1/2020	11/30/2025	4,078	Office	\$71,365.00
4800603	ARMADILLO MINI STORAGE	Jacksonville	11/1/1989	6/30/2049	300	Unconditioned Storage	\$1,968.00
7300341	HUNTLEY PARK LLC BUILDING	Tallahassee	3/1/2011	4/30/2023	26,744	Office	\$641,588.50
4800678	SKYLARK PLAZA	Ocala	7/1/2003	3/31/2025	8,750	Office	\$159,687.50
7909002	PENSACOLA GREYHOUND PARK BUILDING	Pensacola	6/5/2015	6/30/2049	320	Office	\$0.00
6800079	BAYSIDE CONCOURSE BUILDING	Clearwater	8/1/2022	7/31/2032	15,063	Office	\$393,144.30
5903057	108 NE SEVENTH ST BUILDING	Okeechobee	7/1/2012	6/30/2025	2,800	Office	\$64,904.00
7600477	ORLANDO EXECUTIVE AIRPORT	Orlando	9/1/2005	6/30/2049	1,000	NOC	\$13,149.99
5903189	LAKESHORE BUSINESS CENTER BUILDING	Fort Lauderdale	1/1/2023	12/31/2029	3,639	Office	\$132,823.50
7909023	THE ISLE AT POMPAN PARK BUILDING	Pompano Beach	6/5/2015	6/30/2049	720	Office	\$0.00
8000440	LINCOLN SQUARE BUILDING	Miami	5/1/2022	4/30/2027	10,529	Office	\$197,418.75
4009082	20 AIRPORT RD BUILDING	Palm Coast	6/2/2015	6/30/2049	112	Office	\$0.00
C270007	PORTABLE "M"	Kissimmee	7/1/2010	6/30/2049	864	NOC	\$2,998.08
1140069	WORLD PLAZA BUILDING 31	Fort Myers	3/1/2008	2/28/2026	1,124	Office	\$23,457.87
7001191	3708 W. OAKLAND PARK BLVD	Lauderdale Lakes	11/1/2019	10/31/2026	13,236	Office	\$376,034.76
4009065	WEST OAKS MALL BUILDING	Ocoee	6/2/2015	6/30/2049	448	Office	\$0.00
7001177	FLORIDA EXECUTIVE CENTER	Tampa	5/1/2018	4/30/2025	5,640	Office	\$165,195.60
6400305	PEARL PLAZA SHOPPING CENTER	Jacksonville	9/1/2006	3/31/2024	6,855	Medical care	\$131,410.35
7909007	TAMPA BAY DOWNS BUILDING	Tampa	6/5/2015	6/30/2049	500	Office	\$0.00
7001207	3714 W OAKLAND BLVD BUILDING	Lauderdale Lakes	2/1/2021	1/31/2029	5,853	Office	\$181,267.41
4800838	CURRY BUILDING	Panama City	7/1/2014	6/30/2025	4,951	Office	\$96,544.50
4009136	921 ANVIL CIRCLE BUILDING	Labelle	12/14/2015	6/30/2049	112	Office	\$0.00
4009066	7361 FOREST OAKS BLVD BUILDING	Spring Hill	6/2/2015	6/30/2049	392	Office	\$0.00
6200064	GATES OF PARK AVENUE BUILDING	Orange Park	1/1/2019	12/31/2023	1,500	Office	\$50,640.00
4800825	ATRIUM WEST	Sunrise	1/1/2013	6/30/2027	332	Unconditioned Storage	\$4,067.00
7700182	PROSPECT BUILDING	Melbourne	3/1/2005	2/28/2025	2,906	Office	\$57,161.02
4800841	KANNER PLAZA	Stuart	1/1/2015	12/31/2024	2,500	Office	\$71,025.00
4300187	ATRIUM BUILDING	Tallahassee	11/1/2019	10/31/2034	14,961	Office	\$317,173.20
4300158	LONGLEAF BUSINESS PARK #24	Lake Wales	2/1/2007	1/31/2024	7,976	Office	\$143,248.96
4100123	110 TOWER	Fort Lauderdale	10/1/2010	9/30/2030	42,027	Office	\$1,760,090.00
4800873	WELLS LAKE PLAZA BUILDING	Orange Park	6/1/2018	5/31/2025	4,482	Office	\$121,014.00
4800888	COLLIER PLACE II BUILDING	Naples	7/1/2020	6/30/2027	3,583	Office	\$114,226.00
7700235	1875 BLAIR STONE COMPLEX CENTER BUILDING	Tallahassee	11/1/2019	10/31/2034	60,622	Office	\$1,667,105.00
6400347	HAMILTON ST OFFICE	Jacksonville	3/1/2009	2/28/2026	3,375	Office	\$92,205.00
6400414	SHERIDAN PROFESSIONAL BUILDING	Hollywood	10/1/2020	9/30/2027	3,682	Office	\$134,098.44

4800833	20/20 SUPER CENTER	Winter Park	7/1/2014	8/31/2026	2,400	Office	\$55,608.00
4009049	5723 HWY 90 BUILDING	Milton	6/2/2015	6/30/2049	280	Office	\$0.00
7001092	1629 FLORIDA AVE BUILDING	Panama City	5/1/2014	4/30/2031	14,497	Office	\$312,410.40
4809094	ARTHUR R MARSHALL LOXAHATCHEE NATIONAL WILDLIFE REFUGE	Boynton Beach	7/15/2014	6/30/2049	200	Food Services	\$0.00
7001196	IVERNESS REGIONAL CENTER BUILDING	Inverness	6/1/2020	5/31/2027	3,700	Office	\$110,075.00
7300392	SHANNON BUILDING	Pensacola	7/1/2017	6/30/2024	27,660	Office	\$784,161.00
7300285	SUGARLAND HIGHWAY PLAZA	Clewiston	5/1/2005	4/30/2025	1,177	Office	\$30,966.87
4300191	ATRIUM BUILDING	Tallahassee	1/1/2019	12/31/2023	19,285	Office	\$342,308.75
4200497	EXECUTIVE COURT AT JACARANDA BUILDING	Plantation	7/1/2018	6/30/2025	6,864	Office	\$225,619.68
6400438	1480 APALACHEE PARKWAY	Tallahassee	12/1/2022	11/30/2027	3,000	Conditioned Storage	\$62,400.00
7001149	423 FERN ST BUILDING	West Palm Beach	10/1/2017	9/30/2024	21,311	Office	\$586,052.50
6400403	HAMILTON PARK	Tallahassee	6/1/2018	5/31/2025	19,098	NOC	\$298,692.72
4100095	RIVERPLACE SOUTH	Jacksonville	11/1/1996	9/30/2027	11,386	Office	\$255,615.60
7909014	BESTBET JACKSONVILLE BUILDING	Jacksonville	6/5/2015	6/30/2049	200	Office	\$0.00
5903120	1243 EAST OAK ST BUILDING	Arcadia	9/1/2016	2/28/2026	1,900	Office	\$49,001.00
4200041	TAMPA WHOLESALE PRODUCE MARKET	Tampa	5/1/1975	4/30/2049	587	Office	\$4,625.56
6400407	DAVIS OFFICE BUILDING	Pensacola	12/1/2018	11/30/2028	24,550	Office	\$601,475.00
5903113	CITY PLAZA DCF	Fort Walton Beach	4/1/2016	3/31/2028	-	Office	\$0.00
5903083	CITY CENTRE	Kissimmee	4/1/2014	3/31/2029	10,486	Office	\$310,385.60
1140062	SAPP PROFESSIONAL CENTER	Marianna	7/1/2000	6/30/2025	2,657	Office	\$45,115.86
8000437	KENDALL SUMMIT BUILDING	Miami	3/1/2022	2/28/2027	5,733	Office	\$190,450.26
4009071	259 BARNES BLVD BUILDING	Rockledge	6/2/2015	6/30/2049	392	Office	\$0.00
6400229	CENTRAL PARK PLAZA	Lakeland	3/1/2004	2/28/2025	2,580	Medical care	\$38,416.20
4800767	3107 MEDICAL WAY BUILDING	Sebring	3/8/2007	1/31/2026	2,080	Office	\$66,747.20
6400396	4481 B N STATE ROAD 7	Lauderdale Lakes	12/1/2015	11/30/2029	7,199	Medical care	\$260,747.70
8000327	WHISKEY CREEK PLAZA	Fort Myers	12/1/2006	5/31/2023	2,325	Office	\$43,012.50
7001105	GENESIS PARK	Jacksonville	10/1/2014	9/30/2031	6,218	Office	\$142,330.02
7909015	ORANGE PARK KENNEL CLUB BUILDING	Orange Park	6/5/2015	6/30/2049	200	Office	\$0.00
4009155	701 SE CENTRAL PARKWAY BUILDING	Stuart	9/26/2019	6/30/2049	56	Office	\$0.00
4009157	201 14TH AVE BUILDING	Ruskin	9/26/2019	6/30/2049	56	Office	\$0.00
7600539	NORTHPOINT BUSINESS PLAZA	West Palm Beach	10/24/2019	10/23/2024	3,928	Office	\$95,450.40
4209015	1039 SE 9TH PL BUILDING	Cape Coral	6/24/2015	6/30/2049	300	Office	\$0.00
7300406	211 N PINE AVE BUILDING	Inverness	10/1/2018	9/30/2025	4,137	Office	\$95,151.00
5903194	HUMAN SERVICES OF FLORIDA CITY INCORPORATED	Florida City	12/1/2022	11/30/2027	1,342	Office	\$45,627.99
7001165	COVE PLAZA, LLC BUILDING	Green Cove Springs	11/1/2017	10/31/2024	5,180	Office	\$130,795.00
7100265	1301 N PALAFOX ST BUILDING	Pensacola	10/1/2019	1/31/2023	-	Office	\$0.00
4009124	3353 RADIO RD BUILDING	Naples	6/26/2015	6/30/2049	224	Office	\$0.00
7300374	CHARTER PLACE	Coral Springs	9/1/2013	8/31/2028	21,723	Office	\$695,136.00
7909005	OCALA BREEDERS' SALES BUILDING	Ocala	6/5/2015	6/30/2049	1,200	Office	\$0.00
7700225	HUBBS-SEAWORD RESEARCH INSTITUTE BUILDING	Melbourne Beach	3/1/2016	2/28/2026	715	Office	\$18,196.74
5903127	GULFVIEW OFFICE COMPLEX	Panama City	4/1/2017	3/31/2027	10,295	Office	\$236,784.90
6500051	701 WEST FLETCHER AVE BUILDING	Tampa	4/1/2007	3/31/2027	4,664	Office	\$108,344.70
7100255	1551 COLLEGE PARK BUSINESS CENTER RD BUILDING	Orlando	12/1/2015	11/30/2027	26,000	Unconditioned Storage	\$361,400.00
7300379	LAKE CITY PROFESSIONAL BUILDING	Lake City	1/1/2016	9/30/2027	20,250	Office	\$491,265.00
4200464	VERO BEACH SONOCO OFFICE BUILDING	Vero Beach	8/15/2012	8/14/2027	2,945	Office	\$58,163.75
7001118	THE VILLAGES AT TPC BUILDING	Orlando	3/1/2017	2/28/2027	7,500	Office	\$224,625.00
6700119	LAKESHORE BUSINESS CENTER BUILDING	Fort Lauderdale	10/1/2022	9/30/2032	8,545	Office	\$274,978.10
6500072	SUNSET SQUARE	Miami	8/1/2018	7/31/2025	9,784	Office	\$237,751.20
4009064	4636 HWY 90 E BUILDING	Marianna	6/2/2015	6/30/2049	224	Office	\$0.00
C260002	QUINCY SERVICE CENTER	Quincy	8/1/2004	7/31/2049	4,200	NOC	\$63,756.00
7001172	BELL'S ALLEY S	Winter Haven	11/1/2018	10/31/2026	5,495	Office	\$152,486.28
4009153	CENTER AT TYRONE BUILDING	St. Petersburg	9/26/2019	6/30/2049	560	Office	\$0.00

7300355	ABBIE BUILDING	Crestview	11/1/2011	10/31/2026	12,144	Office	\$297,528.00
7200178	600 GRAND PANAMA BUILDING	Panama City	8/1/2018	7/31/2025	3,987	Office	\$87,115.95
7909029	MIAMI JAI ALAI BUILDING	Miami	6/5/2015	6/30/2049	350	Office	\$0.00
4009122	240 E 1ST AVE BUILDING	Hialeah	6/26/2015	6/30/2049	280	Office	\$0.00
4800847	JJPL PROPERTIES	Orlando	6/1/2014	12/31/2025	1,000	Unconditioned Storage	\$14,400.00
7700204	GOLDEN TRIANGLE STORAGE	Eustis	12/1/2008	11/30/2049	150	Unconditioned Storage	\$1,680.00
6400380	CENTRE BUILDING	Jacksonville	11/1/2011	10/31/2028	32,857	Office	\$572,697.51
3100059	BERGEN BRUNSWICK BUILDING	Orlando	2/1/2022	2/28/2027	187,196	Conditioned Storage	\$2,534,633.00
7001205	12295 SW 133RD CT BUILDING	Miami	3/1/2021	2/28/2028	6,557	Office	\$213,102.50
4200484	1300 DUNCAN DRIVE, BUILDING E	Tavares	10/1/2015	9/30/2025	2,658	Office	\$58,688.64
5903064	PALATKA MALL	Palatka	1/29/2013	1/28/2024	5,456	Office	\$127,724.90
4800882	MERRILL LYNCH BUILDING	Sarasota	1/1/2019	12/31/2025	1,891	Office	\$49,128.18
4300203	HERMITAGE BUILDING	Tallahassee	5/1/2022	4/30/2025	43,791	Office	\$974,349.75
5903100	FLEMING ISLAND BUSINESS PARK BUILDING	Orange Park	5/15/2015	5/14/2029	9,520	Office	\$225,624.00
7001111	BERGER INSURANCE BUILDING	Okeechobee	9/1/2015	8/31/2032	3,222	Office	\$72,495.00
1140080	SUITE 200, 12651 SOUTH DIXIE HIGHWAY	Pincrest	12/15/2021	11/30/2026	2,147	Office	\$79,439.00
8000396	CREST ELECTRIC OFFICE & WAREHOUSE	Crestview	8/1/2016	7/31/2023	2,967	Office	\$68,241.00
4009115	2750 W 68TH ST BUILDING	Hialeah	6/26/2015	6/30/2049	280	Office	\$0.00
4009067	891 S WALNUT ST BUILDING	Starke	6/2/2015	6/30/2049	56	Office	\$0.00
4000067	THE LAKEFRONT	Orlando	6/1/2010	1/31/2026	46,886	Office	\$1,254,200.00
4200427	REGENCY OFFICE CENTER	Port Orange	3/1/2008	2/28/2023	-	Office	\$0.00
4009084	1563 FLORIDA MALL AVE BUILDING	Orlando	6/2/2015	6/30/2049	280	Office	\$0.00
7100259	ELLYSON - BUILDING	Pensacola	3/1/2016	9/30/2022	3,500	Unconditioned Storage	\$33,285.00
6400390	INDEPENDENCE BUILDING	Orlando	8/1/2015	7/31/2025	5,865	Office	\$118,531.65
7700123	WELLINGTON COMMERCE PARK	Wellington	1/1/1996	7/31/2023	1,420	Unconditioned Storage	\$24,165.56
4100146	FAIRWINDS TOWER	Orlando	4/1/2022	3/31/2027	23,480	Office	\$731,636.70
7600543	IMPACT SHOPPING CENTER	Hialeah Gardens	3/1/2015	2/28/2025	10,651	Office	\$378,536.54
4009094	13805 58TH ST N BUILDING	Clearwater	6/26/2015	6/30/2049	224	Office	\$0.00
4800886	LYNAN PROFESSIONAL CENTER BUILDING	Dade City	6/1/2019	5/31/2026	2,435	Office	\$71,832.50
4800908	FRANKLIN BUILDING	St. Petersburg	10/1/2022	8/31/2027	4,603	Office	\$103,567.50
5903097	HTI SANFORD BUILDING	Sanford	11/1/2015	10/31/2026	1,505	Office	\$25,810.74
3700235	LEXINGTON BUILDING	Orlando	10/1/2022	9/30/2032	29,835	Office	\$626,535.00
7100241	CITY CENTER	Lakeland	7/1/2011	8/31/2030	2,400	Office	\$60,000.00
1140079	3600 NW 43RD ST SUITE F-2 BUILDING	Gainesville	7/1/2019	6/30/2026	2,911	Office	\$50,942.50
1140070	853 SW SISTERS WELCOME RD BUILDING	Lake City	6/27/2008	6/30/2023	2,283	Office	\$44,061.90
7300402	NORTHSTAR BUILDING	Panama City	3/1/2018	2/29/2028	6,636	Office	\$184,547.16
5903065	FIRST BANK BUILDING	Bradenton	6/1/2011	5/31/2024	3,500	Office	\$95,620.00
5903125	WOODCREST OFFICE PARK, BUILDING 300 BUILDING	Tallahassee	2/1/2017	1/31/2024	9,702	Office	\$179,098.92
4009103	400 SR 19 N BUILDING	East Palatka	6/26/2015	6/30/2049	56	Office	\$0.00
4200453	T-HANGER #44	Pembroke Pines	5/1/2011	4/30/2049	1,014	NOC	\$8,223.54
5903095	HERNANDO PLAZA BUILDING	Brooksville	7/1/2016	6/30/2026	10,300	Office	\$221,450.00
4009073	2114 RAYS WAY BUILDING	Stuart	6/2/2015	6/30/2049	56	Office	\$0.00
7001140	11112 US HIGHWAY 41 S. BUILDING	Gibsonton	6/1/2017	5/31/2024	4,870	Office	\$109,575.00
7001167	USTWO BUILDING	Gainesville	1/1/2018	12/31/2024	9,045	Office	\$226,125.00
6400416	AIRPORT LOGISTICS PARK BUILDING	West Palm Beach	3/1/2021	2/29/2036	19,740	Office	\$318,406.20
5902539	LAKE WALES PLAZA	Lake Wales	7/1/1995	3/31/2024	7,422	Office	\$172,116.18
8000435	COCONUT CREEK PROFESSIONAL PLAZA 5064-5074	Margate	9/1/2021	8/31/2031	8,488	Office	\$186,141.84
7001152	WESTGATE PLAZA	Palatka	3/1/2019	2/28/2026	4,740	Office	\$139,830.00
6400442	METRO WEST AT PARK PLACE	Orlando	2/1/2023	12/31/2023	6,985	Office	\$209,550.00
6400415	UNIVERSITY OFFICE PARK, BUILDING 12	Pensacola	4/1/2020	3/31/2025	1,435	Office	\$26,547.50
4100143	4575 VIA ROYALE BUILDING	Fort Myers	12/1/2019	11/30/2026	2,716	Office	\$65,292.64
4200474	THE 525 BUILDING	Palmetto	3/1/2014	2/29/2024	2,047	Office	\$40,059.78

5903104	HERITAGE PLAZA	Tallahassee	4/1/2015	6/30/2025	1,703	Office	\$38,470.77
7600569	GIBBS PLAZA BUILDING	Deland	6/1/2022	5/31/2032	4,795	Office	\$147,446.25
2100059	SECOND DISTRICT COURT OF APPEAL	Tampa	4/1/2015	6/30/2049	1	Office	\$0.00
7001192	NORTHSIDE CENTER	Miami	2/1/2020	1/31/2027	23,643	Office	\$541,661.13
4009068	5901 US HWY 27 S BUILDING	Sebring	6/2/2015	6/30/2049	112	Office	\$0.00
3600697	CENTER POINT BUSINESS PARK	Tampa	10/1/2020	9/30/2030	10,606	Office	\$192,180.72
1140081	WESTPARK PROFESSIONAL CENTER 1	Port St. Lucie	4/1/2022	3/31/2027	900	Office	\$22,800.00
7001183	1641 WORTHINGTON RD ECOPLEX BUILDING	West Palm Beach	5/1/2018	4/30/2024	4,584	Office	\$165,024.00
7001156	MADISON SERVICE CENTER BUILDING	Madison	5/1/2017	4/30/2025	2,943	Office	\$57,388.50
7909026	GULFSTREAM PARK HORSETRACK BUILDING	Hallandale Beach	6/5/2015	6/30/2049	1,694	Office	\$0.00
4009105	819 WALNUT ST BUILDING	Starke	6/26/2015	6/30/2049	56	Office	\$0.00
4200320	ICOT GARDEN OFFICE BUILDING	Clearwater	10/15/1999	10/14/2024	3,841	Office	\$91,185.34
8000363	REGENT OAKS	Brooksville	4/1/2011	3/31/2026	2,000	Office	\$42,000.00
6400060	APALACHEE WAREHOUSE CENTER, FERRELL RENTALS	Tallahassee	9/15/1997	6/30/2049	4,350	Unconditioned Storage	\$24,495.00
7900096	WORKFORCE DEVELOPMENT CENTER BUILDING	Belle Glade	8/1/2012	7/31/2024	430	Office	\$9,300.90
6400437	LAGOON PLAZA BUILDING	Panama City	3/1/2022	2/28/2027	800	Office	\$20,192.00
4009070	1209 W AIRPORT BLVD BUILDING	Sanford	6/2/2015	6/30/2049	224	Office	\$0.00
4009080	WASHINGTON PLAZA	Titusville	6/2/2015	6/30/2049	168	Office	\$0.00
7600560	REGENCY TOWER	Jacksonville	1/1/2019	12/31/2025	3,140	Office	\$93,666.20
7001198	1815 S. GADSDEN ST BUILDING	Tallahassee	7/1/2020	6/30/2025	5,088	Office	\$105,576.00
4300174	HANCOCK CENTER	Panama City	11/1/2012	10/31/2027	1,926	Office	\$54,987.30
4009118	324 6TH AVE N BUILDING	Wauchula	6/26/2015	6/30/2049	112	Office	\$0.00
7300270	ANAHEIM CORPORATE PLAZA	Anaheim	8/1/2004	6/30/2023	5,242	Office	\$162,292.32
4009098	7900 NW 27TH AVE BUILDING	Miami	6/26/2015	6/30/2049	336	Office	\$0.00
4000075	FORT KNOX EXECUTIVE OFFICE CENTER	Tallahassee	4/1/2021	3/31/2028	42,065	Office	\$1,180,343.00
7600532	UNITS 1131-1133, 1135, 1137	Margate	10/31/2013	10/30/2023	10,943	Office	\$382,895.57
4200512	REGENCY OFFICE CENTER	Port Orange	4/1/2023	3/31/2028	1,936	Office	\$34,809.27
5903142	SUNTRUST BUILDING	Port Charlotte	6/1/2019	5/31/2024	3,189	Office	\$90,089.25
7001134	MEDITERRANEA PROFESSIONAL BUSINESS PARK	Osprey	1/1/2017	12/31/2028	4,102	Office	\$102,550.00
7600545	PALM PLAZA	Florida City	10/1/2020	9/30/2025	4,801	Office	\$157,904.89
6400307	ACCESS MEDICAL GROUP OF MIAMI, INC. (SUBLESSOR)	Miami	2/1/2007	2/28/2027	3,600	Medical care	\$90,000.00
5903116	THE BEAL BUILDING BUILDING	Naples	11/1/2015	12/31/2026	4,248	Office	\$112,572.00
8000365	COURTHOUSE SQUARE	Crawfordville	8/1/2010	7/31/2023	665	Office	\$10,806.24
4009128	140 NE 8TH ST BUILDING	Homestead	6/26/2015	6/30/2049	336	Office	\$0.00
8000308	OLD OAK PLAZA	Dade City	4/1/2005	3/31/2025	2,456	Office	\$55,260.00
4800910	2255 DUNN AVENUE, SUITE 609	Jacksonville	1/1/2023	12/31/2027	3,374	Office	\$74,228.00
4800786	5835 BLUE LAGOON DRIVE BUILDING	Miami	11/1/2008	1/31/2024	8,629	Office	\$310,644.00
7008001	JOHNS CENTER	Live Oak	4/16/2017	4/15/2027	5,513	Office	\$93,721.00
4009083	4360 E COLONIAL DR BUILDING	Orlando	6/2/2015	6/30/2049	616	Office	\$0.00
8000376	REFLECTIONS AT HIDDEN LAKE	Sanford	4/1/2013	10/31/2027	6,529	Office	\$146,902.50
5903102	LIVE OAK SERVICE CENTER	Live Oak	6/1/2014	5/31/2024	2,761	Office	\$65,905.07
5903085	CHIEFLAND SHOPPING CENTER	Chiefland	4/1/2014	3/31/2024	4,756	Office	\$78,474.00
4009112	13805 58TH ST N BUILDING	Clearwater	6/26/2015	6/30/2049	224	Office	\$0.00
3700224	NORTHEAST DISTRICT OFFICE	Jacksonville	9/1/2012	8/31/2032	26,571	Office	\$584,562.00
7200149	QUAYSIDE QUARTERS	Pensacola	5/1/2007	4/30/2029	3,999	Office	\$92,376.90
7000662	PLAZA 88	Islamorada	7/1/1993	6/30/2023	1,859	Office	\$49,021.83
6400366	UNIVERSITY SHOPPES	Miami	10/1/2010	11/30/2023	2,731	Medical care	\$77,833.50
5902891	THE HOWARD PHILLIPS CENTER FOR CHILDREN AND FAMILIES	Orlando	10/1/2005	9/30/2025	712	Office	\$18,405.20
7000935	YULEE PROBATION AND PAROLE	Yulee	2/1/2010	1/31/2024	2,340	Office	\$49,140.00
3600696	METRO PARKWAY CENTER	Fort Myers	4/1/2020	3/31/2025	6,400	Office	\$131,840.00
7200176	3189 BLAIR STONE COMPLEX BUILDING	Tallahassee	1/1/2020	12/31/2029	37,994	Office	\$1,035,336.50
5903050	1250 ANDREWS ST BUILDING	Starke	11/1/2012	10/31/2023	2,700	Office	\$66,096.00

4800860	OLD TOWN CENTER PHASE 2 BUILDING	Old Town	7/1/2015	6/30/2025	1,400	Office	\$22,750.00
3100061	KEY LOGISTICS CENTER BUILDING	Lakeland	9/5/2022	8/4/2023	189,842	Unconditioned Storage	\$1,518,735.00
7100268	PENSACOLA REGIONAL OPERATIONS CENTER BUILDING	Pensacola	4/1/2023	3/31/2048	77,834	Office	\$3,739,923.00
4009052	1880 82ND AVE BUILDING	Vero Beach	6/2/2015	6/30/2049	56	Office	\$0.00
4809105	FEDERAL COURT HOUSE	Pensacola	11/1/2014	10/31/2049	75	Food Services	\$0.00
7001079	MILESTONE OFFICE COMPLEX	Tavares	9/1/2012	8/31/2028	7,935	Office	\$126,721.95
5903144	AMELIA STATION BUILDING	Yulee	8/1/2019	10/31/2023	1,377	Office	\$39,864.15
4009076	205 CARLTON ST BUILDING	Wauchula	6/2/2015	6/30/2049	56	Office	\$0.00
7700244	1922 VICTORIA AVENUE BUILDING	Fort Myers	10/15/2018	10/14/2024	1,997	Office	\$33,589.53
4009047	435 SE FLAGLER AVE BUILDING	Stuart	6/2/2015	6/30/2049	56	Office	\$0.00
4009156	CAREER SOURCE CENTRAL FLORIDA BUILDING	Leesburg	9/26/2019	6/30/2049	126	Office	\$0.00
3700238	NORCROSS PROFESSIONAL CENTER	Panama City	11/1/2022	10/31/2027	3,005	Office	\$66,110.00
7700109	STORAGE SHED RENTAL	Lakeland	4/1/1996	6/30/2049	200	Unconditioned Storage	\$960.00
4100129	700 CENTRAL OFFICE BUILDING	St. Petersburg	11/1/2012	10/31/2025	13,037	Office	\$321,362.00
4009054	435 SE FLAGLER AVE BUILDING	Stuart	6/2/2015	6/30/2049	56	Office	\$0.00
6400388	COMMUNITY HEALTH CENTER	Winter Garden	6/1/2014	12/31/2023	2,197	Medical care	\$17,905.55
4100136	SUNTRUST INTERNATIONAL CENTER	Miami	12/1/2016	11/30/2026	34,222	Office	\$1,903,427.00
5903140	WESTMONTE BUILDING	Altamonte Springs	9/1/2018	8/31/2023	2,150	Office	\$47,794.50
4200488	CAPITAL COMMERCE CENTER BUILDING	Tallahassee	7/1/2016	6/30/2028	4,817	Office	\$94,932.67
8000419	DELRAY OFFICE PLAZA	Delray Beach	11/1/2019	10/31/2026	2,688	Office	\$85,182.72
4800799	SUMMERLIN LAKES OFFICE CENTER	Fort Myers	2/1/2010	1/31/2026	7,208	Office	\$129,744.00
6400419	MY GARAGE BUILDING	Wildwood	10/1/2021	9/30/2028	1,250	Conditioned Storage	\$15,450.00
7909009	TAMPA GREYHOUND TRACK BUILDING	Tampa	6/5/2015	6/30/2049	250	Office	\$0.00
4009101	750 S 5TH ST BUILDING	Immokalee	6/26/2015	6/30/2049	336	Office	\$0.00
7001222	31 COBURN ST BUILDING	Orlando	11/1/2022	10/31/2031	16,826	Office	\$362,600.30
6400343	DAVIE PARK OF COMMERCE	Davie	6/1/2020	5/31/2026	9,700	Medical care	\$134,829.90
4800782	OAKS PROFESSIONAL CENTER	St. Augustine	7/1/2008	6/30/2024	3,500	Office	\$101,500.00
7001148	COURTLAND PLAZA	Naples	12/1/2017	11/30/2024	6,714	Office	\$233,647.20
6400356	GANDY CENTER	Pinellas Park	9/1/2011	8/31/2026	2,661	Medical care	\$90,021.63
7909031	MAGIC CITY CASINO	Miami	6/5/2015	6/30/2049	150	Office	\$0.00
7001131	ENTERPRISE CENTER BUILDING	Cocoa	7/1/2016	6/30/2024	7,537	Office	\$201,614.75
4009113	633 NE 167TH ST BUILDING	Miami Beach	6/26/2015	6/30/2049	392	Office	\$0.00
7200167	4708 CAPITAL CIRCLE NW BUILDING	Tallahassee	7/1/2014	6/30/2024	11,560	Office	\$157,447.20
4800891	KENDALL SUMMIT BUILDING	Miami	12/1/2019	11/30/2024	3,584	Office	\$125,511.68
4300207	400 NORTH CONGRESS AVE BUILDING	West Palm Beach	4/1/2023	3/31/2028	26,542	Office	\$736,540.50
8000425	LA MIRADA PLAZA	Kissimmee	11/1/2019	10/31/2024	5,137	Office	\$122,620.19
8000341	VECCIO BUSINESS CENTER II	Vero Beach	6/12/2008	6/11/2026	2,858	Office	\$85,282.71
6800078	PALM COURT PLAZA	Delray Beach	4/1/2021	3/31/2026	9,700	Office	\$270,144.90
7909006	SOUTH MARION RE HOLDINGS (OXFORD DOWNS) BUILDING	Summerfield	6/5/2015	6/30/2049	1,275	Office	\$0.00
7909012	HAMILTON DOWNS BUILDING	Jennings	6/5/2015	6/30/2049	100	Office	\$0.00
7900094	MIDTOWN CENTER 3300 BUILDING	Jacksonville	4/1/2012	3/31/2027	12,135	Office	\$239,666.25
8000424	GOVERNMENT SQUARE	Panama City	11/1/2020	10/31/2025	9,356	Office	\$223,889.08
6400428	KEY LOGISTICS CENTER BUILDING	Lakeland	10/5/2021	9/4/2022	-	Conditioned Storage	\$0.00
4009126	1580 WALDO PALMER LN BUILDING	Tallahassee	6/26/2015	6/30/2049	392	Office	\$0.00
4009158	CAREER SOURCE TAMPA BAY BUILDING	Tampa	9/26/2019	6/30/2049	56	Office	\$0.00
3600695	SHOPPES OF FOREST HILL BUILDING	West Palm Beach	9/1/2019	8/31/2029	8,045	Office	\$183,989.15
4009072	625 HWY 231 BUILDING	Panama City	6/2/2015	6/30/2049	560	Office	\$0.00
7001231	DAYTONA MEDICAL CENTER BUILDING	Delray Beach	6/1/2022	4/30/2023	4,950	Office	\$133,650.00
7001218	1500 W EAU GALLIE BLVD BUILDING	Melbourne	10/1/2022	9/30/2030	6,975	Office	\$180,931.56
4009154	14879 S. TAMAMI TRAIL BUILDING	North Port	9/26/2019	6/30/2049	56	Office	\$0.00
7001097	LAUDERDALE MARKETPLACE	Lauderdale Lakes	9/1/2015	8/31/2025	21,110	Office	\$506,640.00
7300408	300 BILMAR BUILDING	Pittsburgh	8/1/2019	7/31/2026	7,030	Office	\$181,092.80

7300383	METROCENTER	West Palm Beach	9/1/2015	8/31/2025	10,240	Office	\$287,641.60
4009108	5000-2NORWOOD AVE BUILDING	Jacksonville	6/26/2015	6/30/2049	280	Office	\$0.00
4200317	COOPER COMMERCE CENTER	Apopka	4/10/2000	4/9/2025	2,790	Office	\$60,403.50
4009127	1845 TOWN CENTER BLVD BUILDING	Fleming Island	6/26/2015	6/30/2049	728	Office	\$0.00
8000342	HW SMITH BUILDING	Punta Gorda	5/1/2007	4/30/2027	2,141	Office	\$55,665.99
4009129	1880 82ND AVE BUILDING	Vero Beach	6/26/2015	6/30/2049	168	Office	\$0.00
4800808	UNIVERSITY OFFICE PARK	Pensacola	11/15/2011	11/14/2025	13,750	Office	\$279,125.00
3600684	S CLARK BUTLER PROPERTIES BUILDING	Gainesville	3/30/2005	3/29/2030	5,150	Office	\$182,258.50
8000442	MIDTOWN CENTRE OFFICE PARK	Jacksonville	10/1/2022	9/30/2027	3,143	Office	\$59,717.00
5903044	MADISON SERVICE CENTER BUILDING	Madison	12/1/2012	11/30/2027	2,600	Office	\$66,170.00
7700188	APPLYARD COMMERCE PARK	Tallahassee	4/1/2006	3/31/2025	3,000	Unconditioned Storage	\$21,630.00
7300424	SUNTREE HEALTHPLEX	Melbourne	7/1/2021	11/30/2026	4,794	Office	\$147,319.62
7700135	NOB HILL BUSINESS PLAZA	Sunrise	1/15/1998	1/14/2028	8,931	Office	\$169,689.00
7200154	PREFERRED COMMUNITY BANK MAIN OFFICE	Fort Myers	9/1/2009	8/31/2024	7,097	Office	\$188,212.44
8000293	CHOCTAW PLAZA	Fort Walton Beach	8/1/2005	7/31/2028	4,999	Office	\$125,824.83
6400439	KOGER EXECUTIVE CENTER	Tallahassee	4/1/2023	3/31/2030	40,885	Office	\$981,240.00
5903143	BUILDING A	Tavares	4/1/2019	3/31/2024	15,000	Office	\$330,000.00
7300407	SPRINGS PLAZA OCALA, LLC BUILDING	Silver Springs	6/1/2018	5/31/2025	10,092	Office	\$220,005.60
7001212	CASSELBERRY EXECUTIVE OAKS EXECUTIVE CENTER	Casselberry	6/1/2022	5/31/2030	6,240	Office	\$165,984.00
7001175	450 WEST MAIN STREET BUILDING	Winter Haven	11/1/2018	10/31/2026	6,170	Office	\$187,259.50
8000426	DEPT. OF JUVENILE JUSTICE BUILDING	Bartow	6/1/2019	5/31/2024	11,362	Office	\$222,695.20
8000418	3100 DEL PRADO BLVD BUILDING	Cape Coral	10/1/2018	9/30/2029	2,951	Office	\$76,726.00
4200365	BLANDING PROFESSIONAL CENTER BUILDING	Jacksonville	8/1/2003	1/31/2026	700	Office	\$9,975.00
7300267	WITHROW PROFESSIONAL CENTER	Brooksville	7/1/2003	6/30/2024	4,981	Office	\$144,449.00
4300147	ST LUCIE BUILDING	St. Petersburg	3/1/2003	2/28/2027	5,469	Office	\$104,239.14
7900103	7785 NW 52ND ST BUILDING	Miami	11/1/2019	10/31/2024	3,045	Unconditioned Storage	\$32,794.65
6400394	12135 SW 128TH CT BUILDING	Coral Gables	8/1/2016	7/31/2026	36,500	Office	\$1,133,325.00
7909027	CALDER CASINO BUILDING	Miami Gardens	6/5/2015	6/30/2049	1,200	Office	\$0.00
8000332	COURT PLAZA III	Naples	12/1/2006	11/30/2024	1,613	Office	\$37,276.43
4009058	1112 MANATEE AVE E BUILDING	Bradenton	6/2/2015	6/30/2049	392	Office	\$0.00
6400398	NORTH PARK OFFICE CENTER	Tampa	8/1/2017	7/31/2027	8,927	Office	\$245,492.50
4200502	MAJOR CENTER PLAZA II BUILDING	Orlando	1/1/2020	3/31/2027	-	Office	\$0.00
7001217	2325 SOUTH BABCOCK STREET BUILDING	Melbourne	1/1/2022	12/31/2028	1,500	Office	\$36,540.00
5903148	GULFSTREAM PROFESSIONAL BUILDING	Delray Beach	8/1/2019	7/31/2024	657	Office	\$24,834.60
4800900	PORTERFIELD BUILDING	Orlando	7/1/2021	6/30/2028	11,700	Office	\$265,122.00
4009107	5100 W KENNEDY BLVD BUILDING	Tampa	6/26/2015	6/30/2049	168	Office	\$0.00
7909013	HAMILTON JAI ALAI & POKER BUILDING	Jasper	6/5/2015	6/30/2049	100	Office	\$0.00
4009106	682 E KLOSTERMAN BUILDING	Tarpon Springs	6/26/2015	6/30/2049	224	Office	\$0.00
7909017	DAYTONA BEACH KENNEL CLUB BUILDING	Daytona Beach	6/5/2015	6/30/2049	222	Office	\$0.00
4800806	3620 BUILDING	Gainesville	8/1/2010	7/31/2025	2,744	Office	\$47,114.48
7001220	FT. PIERCE P & P	Fort Pierce	11/1/2022	10/31/2030	6,351	Office	\$152,424.00
4800647	IMMOKALEE ONE STOP	Immokalee	6/1/2002	6/30/2023	618	Office	\$21,728.88
6400406	KIRKMAN COMMERCE CENTER BUILDING	Orlando	11/9/2017	7/31/2023	4,988	Conditioned Storage	\$81,055.00
4100138	444 SEABREEZE BUILDING	Daytona Beach	1/1/2017	12/31/2024	11,882	Office	\$280,415.20
7001228	PARK CENTER BUILDING	Lakeland	10/1/2022	12/31/2024	3,725	Office	\$130,896.50
6800070	DORAL CENTER	Doral	3/4/2009	2/29/2028	27,563	Office	\$1,262,661.00
4800848	SOUTH APOPKA COMPLEX	Inverness	4/1/2014	3/31/2024	1,271	Office	\$35,232.12
7900109	COCONUT CREEK PROFESSIONAL PLAZA 5080	Margate	11/1/2019	10/31/2024	16,827	Office	\$383,992.14
8000391	WEST POINTE PLAZA	Palm Coast	4/10/2014	4/30/2025	1,031	Office	\$13,660.75
8000337	JOHN CENTER	Live Oak	6/1/2007	5/31/2027	2,338	Office	\$53,774.00
5903183	TINA BUILDING	Pensacola	1/1/2023	12/31/2032	18,289	Office	\$525,808.70
5903178	WEST KENDAL SQUARE BUILDING	Miami	10/1/2022	9/30/2029	4,005	Office	\$172,215.00

8000416	ROGER CENTER - ALEXANDER AND KNIGHT BUILDINGS	Tallahassee	11/1/2019	10/31/2034	113,661	Office	\$2,347,099.00
5902852	GULF COAST KIDS HOUSE	Pensacola	3/1/2004	6/30/2099	1,332	Office	\$19,980.00
7000774	NORTHROP BUILDING	Milton	9/1/1997	8/31/2031	3,525	Office	\$50,830.50
4009137	1032 TAMAMIAMI TRAIL BUILDING	Port Charlotte	12/14/2015	6/30/2049	224	Office	\$0.00
7700217	AVIATION HANGAR #48A	Fort Lauderdale	7/1/2012	6/30/2024	3,720	NOC	\$56,696.52
7001165	COVE PLAZA, LLC BUILDING	Green Cove Springs	11/1/2017	10/31/2024	5,650	Office	\$142,662.50
5903073	SARASOTA ONE STOP SERVICE CENTER	Sarasota	8/1/2015	7/31/2025	17,500	Office	\$378,000.00
4009104	1389 US HWY 90 W BUILDING	Lake City	6/26/2015	6/30/2049	336	Office	\$0.00
4009086	390 N ORANGE AVE BUILDING	Orlando	6/2/2015	6/30/2049	112	Office	\$0.00
5903179	1839 S. MONROE STREET BUILDING	Tallahassee	5/1/2021	4/30/2026	1,800	Unconditioned Storage	\$14,400.00
7900082	IMMOKALEE CAREER AND SERVICE CENTER	Immokalee	2/1/2004	1/31/2049	350	Office	\$11,098.50
8000153	COUNSEL SQUARE PROFESSIONAL CENTER	New Port Richey	5/1/1997	4/30/2027	5,394	Office	\$112,572.78
5903190	GUARDIANS FOR NEW FUTURES BUILDING	Port St. Lucie	5/1/2022	5/30/2027	1,000	Office	\$15,999.99
4800790	600 PALMETTO LC	Palmetto	7/1/2008	7/31/2023	6,233	Office	\$127,776.50
5903176	PINE PLAZA	Rockledge	5/1/2022	4/30/2027	21,507	Office	\$493,585.65
4200471	INTERSTATE BUSINESS PARK	Tampa	4/1/2015	5/31/2025	6,215	Office	\$118,085.00
3700233	TELECOM BUSINESS PARK, BUILDING III	Temple Terrace	9/15/2020	9/14/2027	28,415	Office	\$596,715.00
7001181	1250 EAST ANDREWS STREET BUILDING	Starke	9/1/2018	8/31/2025	4,813	Office	\$110,458.35
8000412	519 W. HICKORY STREET BUILDING	Arcadia	9/1/2016	8/31/2023	1,920	Office	\$53,971.20
7001139	KELLY BUILDING	Fort Walton Beach	3/1/2018	2/29/2028	6,383	Office	\$153,192.00
4800905	No Facility Name Provided	New Port Richey	1/1/2023	12/31/2029	2,189	Office	\$59,540.79
7001137	2015 SOUTH KANNER HIGHWAY BUILDING	Stuart	6/1/2016	5/31/2023	5,598	Office	\$172,082.52
6700018	3309 FRANKFORD AVENUE BUILDING	Panama City	10/1/2020	9/30/2027	3,027	Office	\$94,714.83
5903129	BUENA VISTA BUILDING	Titusville	9/1/2017	8/31/2027	2,059	Office	\$30,885.00
4009095	6301 NW 5TH WAY BUILDING	Fort Lauderdale	6/26/2015	6/30/2049	280	Office	\$0.00
5903037	CENTRAL CARE CENTER	Rockledge	3/1/2011	6/30/2023	1,242	Office	\$23,051.52
7900108	CAPITAL COMMERCE CENTER BUILDING	Tallahassee	11/1/2018	10/31/2028	213,000	Office	\$5,418,720.00
8000408	RMINVESTING LLC BUILDING	Plant City	4/1/2016	3/31/2026	2,265	Office	\$56,285.25
4009092	4440 GRAND BLVD BUILDING	New Port Richey	6/2/2015	6/30/2049	392	Office	\$0.00
9000009	CITIZENS CENTER I	Tallahassee	9/1/2010	8/31/2027	48,287	Office	\$813,635.95
7300346	MASON COMMERCE CENTER	Daytona Beach	11/1/2011	10/31/2026	20,746	Office	\$465,540.24
5903107	COMPASS BANK BUILDING	Crestview	3/1/2015	3/31/2026	4,753	Office	\$104,328.30
6800076	FORT KNOX EXECUTIVE OFFICE CENTER	Tallahassee	5/1/2022	2/28/2035	231,930	Office	\$5,668,369.20
4800789	FLAGLER WEST CORPORATE PARK	Miami	11/1/2008	1/31/2026	2,916	Office	\$94,070.16
8000309	FLORIDA PROFESSIONAL PLAZA	Sebring	11/1/2006	10/31/2027	2,994	Office	\$56,886.00
4000034	C & M INDUSTRIAL CENTER	Tallahassee	10/1/2000	6/30/2025	9,998	Unconditioned Storage	\$52,989.40
7001178	THE WASHINGTON BUILDING	Titusville	6/1/2019	5/31/2029	4,999	Office	\$114,977.00
8000369	GULF SHORE PLAZA	Labelle	5/1/2011	5/31/2024	826	Office	\$16,520.00
6500074	CONGRESS CENTER NORTH	West Palm Beach	4/1/2023	3/31/2028	3,387	Office	\$77,901.00
2100060	SUPREME COURT ANNEX	Tallahassee	4/1/2015	6/30/2049	1	Office	\$0.00
7001031	KISSIMMEE KORNERS	Kissimmee	8/1/2009	7/31/2024	8,944	Office	\$203,476.00
4200507	NOVA COMMERCE CENTER BUILDING	Holly Hill	10/1/2021	9/30/2024	332	Office	\$6,327.92
5903149	KIMBERLY'S CENTER FOR CHILD PROTECTION BUILDING	Ocala	3/1/2019	2/29/2024	920	Office	\$19,320.00
8000444	639 PAT THOMAS PKWY BUILDING	Quincy	12/1/2021	11/30/2026	3,252	Office	\$69,918.00
4200493	1925 CAPITAL CIRCLE NE BUILDING	Tallahassee	10/1/2017	9/30/2024	5,989	Office	\$191,408.40
7001202	COMMERCE CENTER	Vero Beach	12/1/2020	11/30/2027	4,999	Office	\$120,925.81
7001162	LAKE WALES PLAZA	Lake Wales	2/1/2018	1/31/2026	4,375	Office	\$80,937.50
7909003	6558 DOG TRACK RD BUILDING	Ebro	6/5/2010	6/30/2049	255	Office	\$0.00
C270004	PORTABLE "I"	Kissimmee	7/1/2010	6/30/2049	480	NOC	\$9,000.00
7300378	TOLL GATE PLAZA	Naples	9/1/2014	8/31/2024	11,757	Office	\$409,731.45
5903014	69 HIGH DRIVE BUILDING	Crawfordville	4/1/2007	6/30/2027	1,412	Office	\$23,749.83
6500043	CASCADES BUILDING	Ocala	1/1/2006	12/31/2023	3,150	Office	\$71,284.56

4300176	BUSBY CENTRE BUILDING	Fort Walton Beach	2/15/2016	2/14/2025	1,847	Office	\$31,398.99
C270005	PORTABLE "J"	Kissimmee	7/1/2010	6/30/2049	864	NOC	\$2,998.08
7700243	BUILDINGS #1 AND #2, 140 SOUTH APOLLO BOULEVARD	Melbourne	10/1/2018	9/30/2024	2,176	NOC	\$37,890.03
7909025	MARDI-GRAS RACETRACK & GAMING CENTER BUILDING	Hallandale Beach	6/5/2015	6/30/2049	320	Office	\$0.00
3109002	ENTERPRISE FLORIDA 800 N MAGNOLIA AVE	Orlando	5/28/2015	6/30/2049	200	Office	\$0.00
4800815	LAKE WHITNEY MEDICAL & PROFESSIONAL CAMPUS	Port St. Lucie	4/1/2011	3/31/2026	4,014	Office	\$121,383.36
7100278	NORCROSS PROFESSIONAL CENTER	Panama City	3/1/2023	2/29/2028	3,000	Office	\$66,750.00
7909030	FLAGLER GREYHOUND TRACK BUILDING	Miami	6/5/2015	6/30/2049	881	Office	\$0.00
5909112	VARIETY CHILDREN'S HOSPITAL D/B/A NICKLAUS CHILDREN'S HOSPITAL	Miami	7/1/2016	6/30/2049	72	Office	\$0.00
7600556	1955 NORTH FEDERAL HIGHWAY BUILDING	Pompano Beach	10/1/2018	11/30/2028	6,958	Office	\$210,896.98
7200186	INTERSTATE CORPORATE CENTER	Tampa	3/1/2022	8/31/2025	7,784	Office	\$173,972.40
4800773	DORAL 2	Miami	10/1/2007	9/30/2027	2,922	Office	\$101,013.54
6400424	No Facility Name Provided	Sarasota	9/20/2021	9/19/2026	1,500	Medical care	\$47,880.00
4200491	HOLMES COUNTY FARM BUREAU	Bonifay	5/1/2018	4/30/2023	720	Office	\$3,600.00
7300421	CHARLOTTE COUNTY CENTER BUILDING	Port Charlotte	11/1/2020	3/31/2028	3,890	Office	\$116,700.00
6400403	HAMILTON PARK	Tallahassee	6/1/2018	5/31/2025	22,603	NOC	\$373,627.59
8000402	LAKECREST AT CORPOREX PARK	Tampa	12/1/2014	11/30/2024	4,323	Office	\$109,155.75
7001209	KEY WEST PROFESSIONAL PLAZA	Key West	7/1/2021	6/30/2029	3,861	Office	\$125,559.72
7001201	4733 ATLANTIC AVENUE BUILDING	Delray Beach	12/1/2020	11/30/2027	6,057	Office	\$186,252.75
5909083	CHILDREN'S ADVOCACY CENTER OF BREVARD BUILDING	Rockledge	7/1/2018	6/30/2023	1,000	Office	\$0.00
7300396	WOODCREST OFFICE PARK, BUILDING 300 BUILDING	Tallahassee	4/1/2017	3/31/2024	3,574	Office	\$102,430.80
7001210	LAUDERDALE MARKETPLACE OFFICE CENTER BUILDING	Fort Lauderdale	11/1/2021	10/31/2023	8,251	Office	\$246,704.90
6400361	1904 GRIFFIN ROAD BUILDING	Leesburg	9/1/2010	8/31/2025	3,000	Medical care	\$33,750.00
C270002	PORTABLE "G"	Kissimmee	7/1/2010	6/30/2049	864	NOC	\$2,998.08
2100062	SECOND DISTRICT COURT OF APPEAL BUILDING	Lakeland	6/7/2016	8/31/2026	12,850	Office	\$192,750.00
5902847	MIDTOWN CENTRE OFFICE PARK - DCF	Jacksonville	11/1/2004	2/28/2021	16,199	Office	\$293,525.88
4009119	215B S FRANCISCO ST BUILDING	Clewiston	6/26/2015	6/30/2049	112	Office	\$0.00
7001174	DOCTOR TODAY BUILDING	Lakeland	11/1/2018	10/31/2026	4,645	Office	\$139,350.00
8000382	STUART TOWER	Stuart	5/2/2014	4/30/2026	2,512	Office	\$62,799.99
4800872	COMPASS BANK BUILDING	Crestview	9/1/2018	8/31/2023	1,438	Office	\$38,797.24
7001127	GADSDEN COUNTY P & P OFFICE	Quincy	7/23/2015	7/22/2025	4,423	Office	\$66,123.85
4800603	ARMADILLO MINI STORAGE	Jacksonville	11/1/1989	6/30/2049	300	Unconditioned Storage	\$1,608.00
3600693	MIAMI LAKES BUSINESS PARK WEST	Miami Lakes	5/1/2014	4/30/2024	9,998	Office	\$246,950.60
3700239	DR. CHARLES AND HAMILTON FORMAN BUILDING	Dania Beach	6/1/2022	6/30/2032	476	Office	\$10,295.88
7001128	R. W. SMITH BUILDING	Punta Gorda	8/1/2016	7/31/2030	4,475	Office	\$120,153.75
3600694	250 MARRIOTT DRIVE BUILDING	Tallahassee	7/15/2018	7/14/2028	157,653	Office	\$2,834,600.00
7001163	MAIN CORNER BUILDING	Dade City	6/1/2018	5/31/2026	4,775	Office	\$107,437.50
4009050	3670-A NORTH L ST BUILDING	Pensacola	6/2/2015	6/30/2049	560	Office	\$0.00
4009097	9555 SW 175TH TER BUILDING	Miami	6/26/2015	6/30/2049	56	Office	\$0.00
4200435	DELRAY OFFICE PLAZA	Delray Beach	10/1/2008	2/28/2023	-	Office	\$0.00
4009110	9350 BAY PLZ BLVD BUILDING	Tampa	6/26/2015	6/30/2049	392	Office	\$0.00
4009111	624 1ST AVE S BUILDING	St. Petersburg	6/26/2015	6/30/2049	56	Office	\$0.00
7001215	3100 W. FAIRFIELD DRIVE BUILDING	Pensacola	9/1/2022	8/31/2029	7,337	Office	\$172,419.50
7001206	DISCRETE BUILDING	Bradenton	9/1/2020	8/31/2028	4,702	Office	\$97,566.50
7300370	SUNTREE HEALTHPLEX	Melbourne	7/1/2013	6/30/2023	4,999	Office	\$128,774.24
4009088	209 SW PARK ST BUILDING	Okeechobee	6/2/2015	6/30/2049	56	Office	\$0.00
6400408	PENSACOLA BUSINESS CENTER BUILDING	Pensacola	2/1/2019	1/31/2029	2,504	Office	\$67,608.00
7001142	1844 17TH ST BUILDING	Sarasota	6/1/2017	5/31/2024	5,540	Office	\$130,190.00
5903181	UNITED AGAINST POVERTY - FORT PIERCE BUILDING	Fort Pierce	1/1/2022	12/31/2026	525	Office	\$13,581.75
7300312	GOLD KIST BUILDING	Gainesville	9/1/2008	8/31/2024	9,730	Office	\$214,059.90
7001138	DELAND PLAZA BUILDING	Deland	12/1/2018	11/30/2028	8,160	Office	\$216,240.00
7300417	900 N. 14TH ST BUILDING	Leesburg	2/1/2020	1/31/2030	11,097	Office	\$361,651.23



Real Estate Services
ITN No. DMS-22/23-007
Attachment L

Lease Number: _____

COMMISSION AGREEMENT
REPRESENTATION OF THE STATE OF FLORIDA AND ITS RESPECTIVE AGENCIES
FOR LEASING TRANSACTIONS

This Commission Agreement ("Agreement") is entered into as of this _____ day of _____, 20____, by and between ("Owner") _____, The State of Florida ("Tenant") _____, And ("Tenant Broker") _____.

The following provisions are true and correct and are the basis for this Agreement:

- A. Owner has legal title to a property located at _____, in _____ County, Florida on which tract is an office building/project commonly known as _____ (the "Building"), and which is further described as, or a portion of, Property Appraisers Parcel Number _____.
- B. Tenant Broker has presented the real estate space needs of Tenant to Owner and has and will render services in connection with the leasing of space to the Tenant.
- C. Should a Lease (herein so called) be consummated, Owner has agreed to pay the Tenant a real estate commission in consideration for services rendered and to be rendered in consummating a Lease pursuant to the terms and conditions set forth herein.
- D. Owner understands and agrees that Tenant Broker is serving solely as a representative of Tenants' interest. Likewise, Owner acknowledges that the applicable fee structure(s) defined below, as mutually agreed between Owner, Tenant Broker and Tenant, will be (has been) considered and included within the Owner's proposal for lease.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **AGREEMENT TO PAY COMMISSION:** For the base term of the lease, Owner hereby agrees to pay a real estate commission to Tenant for the total aggregate gross base rent (with no offset) as follows:

New Leases:

<u>Total Aggregate Gross Base Rent</u>	<u>Commission Rate</u>
The first \$ 0.00 - \$600,000	____%
The next \$ 600,001 - \$3,000,000	____%
The next \$3,000,001 - \$5,500,000	____%
The next \$5,500,001 - \$7,500,000	____%
The next \$7,500,001 and over	____%

Warehouse/Storage/Hangar:

Total Rent for the Base Term of the Lease	0 – 5,000 square feet	2.00%
Total Rent for the Base Term of the Lease	over 5,001 square feet	(See New Lease Commission Rates)

The commission on any lease modification shall be equal to two (2%) percent of the total additional gross rents added to, or above the total rents of the original lease.

2. **PAYMENT OF COMMISSION:** The commission shall be due and payable to Tenant in cash (i) one half (1/2) at the time the Lease is signed and (ii) the balance on the earlier to occur of (a) the first day that Tenant occupies all or any portion of the space covered by the Lease, or (b) commencement of the term under the Lease. If Tenant's lease is modified, the commission in relation to such modification will be due and payable in full at the time the modification is executed by Owner and Tenant. Tenant hereby agrees to pay to Tenant Broker said commissions based on a separate agreement between Tenant and Tenant Broker.
3. **SUCCESSORS AND ASSIGNS:** The obligation to pay and the right to receive any of the commissions described above shall inure to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Tenant Broker. In the event of a sale or an assignment of the Property which includes Tenant's demised premises, Owner agrees to secure from the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Tenant of all commissions payable hereunder and agrees to abide by the terms and conditions of the existing agreement between the Owner or Tenant Broker and the Tenant.

Lease Number: _____

COMMISSION AGREEMENT
REPRESENTATION OF THE STATE OF FLORIDA AND ITS RESPECTIVE AGENCIES

- 4. **REPRESENTATION OF TENANT:** Although Owner will pay the commission to Tenant, who will in turn pay Tenant Broker, Tenant Broker **will not** be representing owner in the contemplated lease transaction. Tenant Broker will be representing **only the Tenant** in such transaction. The owner acknowledges and agrees that it is responsible for any commissions due to any other broker with respect to this transaction.
- 5. **AUTHORITY TO SIGN:** Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom he signs and that this Agreement binds such party.
- 6. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between Owner and Tenant and Tenant Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, cancellation, or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Tenant and Tenant Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties.
- 7. **FAILURE TO PAY:** Should the Owner fail to pay the Commission Agreement as contracted here in, the Tenant shall send the Owner appropriate notification and issue a cure letter to the Owner demanding payment. Should payment(s) not be received within the terms of the cure letter, the Tenant has a right to withhold rent payments, for the payments of the Commission, until the terms of the contract have been fulfilled within the terms of this Agreement.

8. **NOTICES:**

To Tenant Broker: _____

 To Owner: _____

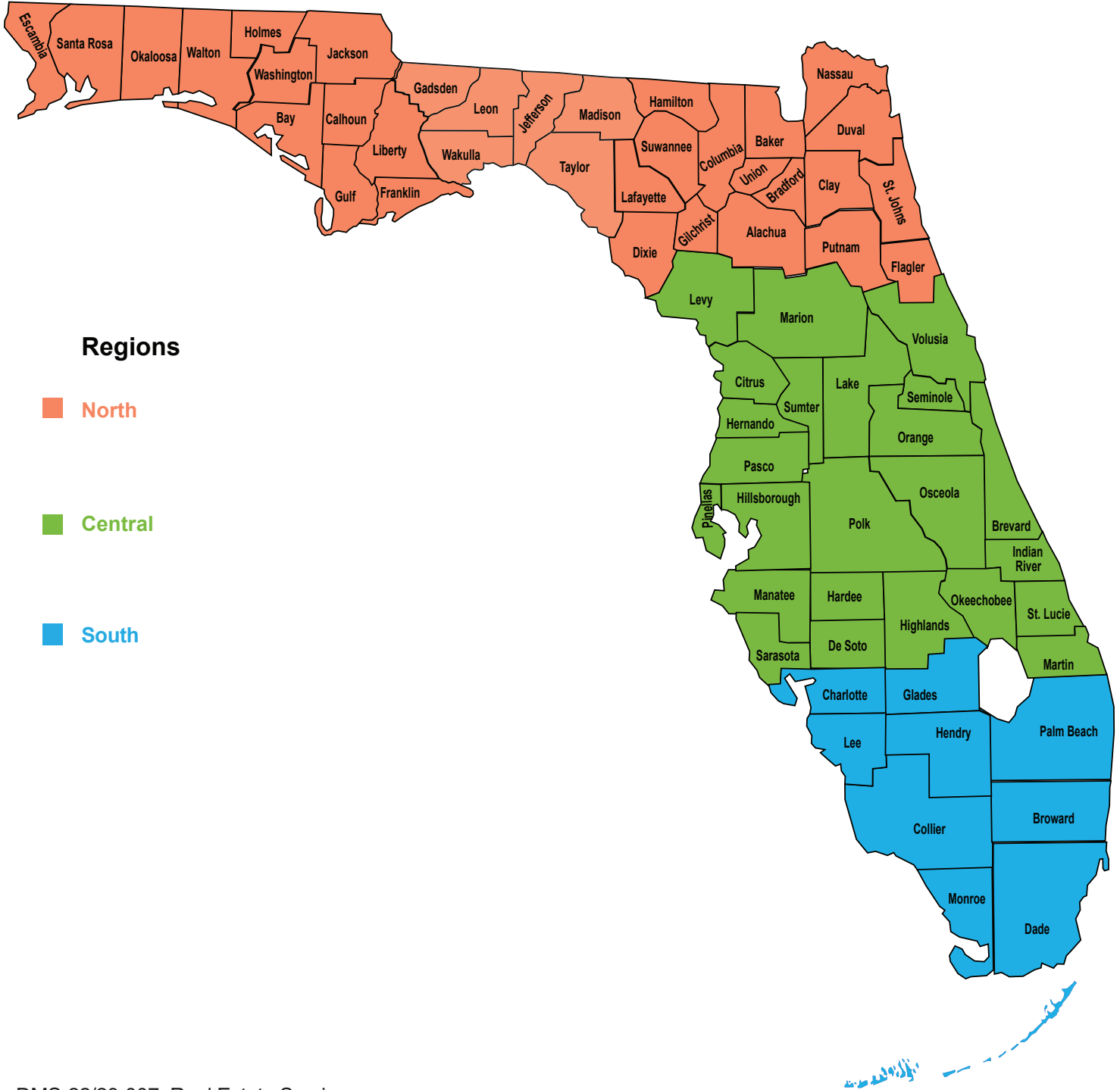
 To Tenant: _____

9. **LEGAL DESCRIPTION** (if not attached as Exhibit "A")

AGREED AND ACCEPTED this ____ day of _____, 20____

<p>TENANT:</p> <p>(x) _____</p> <p>By _____</p> <p>Print or Typewritten</p> <p>_____</p> <p>Title</p>	<p>OWNER:</p> <p>(x) _____</p> <p>By _____</p> <p>Print or Typewritten</p> <p>_____</p> <p>Title</p>	<p>TENANT BROKER:</p> <p>(x) _____</p> <p>By _____</p> <p>Print or Typewritten</p> <p>_____</p> <p>Title</p>
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Attachment M - Regional Map





October 12, 2023

Barbara Hernandez

City Manager

Via E-mail

Leeann.korst@cbre.com

Lee Ann Korst
SE Regional Manager
CBRE | Public Institutions & Education Solutions
777 Brickell Ave #100
Miami, FL 33131

Re: Letter Agreement between the City of Doral ("City") and CBRE Inc. ("CBRE") for Real Estate Services – Market Research, Massing, and Valuation

Dear Ms. Korst,

The City has received the attached proposal dated October 9, 2023, and wishes to engage CBRE for the services referenced therein subject to and in compliance with the provisions of the Florida Department of Management Services Contract #ITN-DMS-12/13-007A for Tenant-Broker and Real Estate Consulting Services ("Contract").

CBRE shall provide services to the City in accordance with requirements specified in the Contract. The following City of Doral requirements are applicable to this Letter Agreement:

1. This Letter Agreement, including appendices, and all matters relating thereto shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.
2. The following changes shall be incorporated to the Insurance and Indemnification clauses:
 - a. Section 6.1.1: Certificate holder must appear on the certificate of insurance as follows:

City of Doral
8401 NW 53 Terrace
Doral, FL 33166
 - b. Section 6.1.2: Replace State for City of Doral/City
 - c. Section 9.11: Replace State for City of Doral/City
3. CBRE shall be a registered vendor with the City for the duration of this Letter Agreement.

4. CBRE shall provide the following Real Estate Consulting services:
 - a. Phase I – Within five (5) days of the full execution of this Letter Agreement, CBRE will provide a market study of available properties located within the City of Doral that meets the criteria to be provided by the City.
 - b. Phase II – Upon selection of properties by the City in writing, CBRE will conduct market research and analysis to generate a comprehensive report. The report shall include massing studies, financial analysis, market value estimates under different scenarios, highest and best use analysis, potential project risk, and revenue potential analysis. CBRE shall provide the City with a final report within four (4) weeks of the selection of the parcel and will revise as needed to ensure the report is in a form acceptable to the City. CBRE shall not commence Phase II for any parcel unless and until directed in writing by the City Manager or Designee.

5. Payment Terms:
 - a. Upon completion of Phase I and delivery of the Phase I market study to the City, the City will pay CBRE a flat fee of \$500.
 - b. Upon completion of Phase II and delivery to the City of the Phase II Report for the selected parcel(s), the City will pay CBRE a flat fee of \$4,950 per parcel.
 - c. In no event shall the fees paid to CBRE under this letter agreement exceed thirty thousand dollars (\$30,000).

Please kindly confirm receipt of this letter and your agreement to the terms and conditions contained herein at your earliest convenience by executing the below. If you have any questions, please do not hesitate to contact Jacqueline Lorenzo, Procurement and Asset Management Director at Jacqueline.lorenzo@cityofdoral.com.

Sincerely,


Barbara Hernandez
City Manager

Accepted: CBRE, Inc.



Date: 10/17/2023

~~Lee Ann Korst~~, Michael DiBlasi
~~SE Regional Manager~~ Managing Director



CBRE, Inc.
777 Brickell Ave #100
Miami, FL 33131
Tel +1 305 374 1000
www.cbre.com

October 9, 2023

Ms. Jacky Lorenzo
Procurement Manager
City of Doral Government Center
8401 NW 53rd Terrace
Doral, Florida 33166

RE: Engagement of CBRE for Real Estate Services for the City of Doral

Dear Ms. Lorenzo,

Thank you for choosing CBRE to provide real estate services to the City of Doral.

We understand that you are seeking services in support of potential acquisitions by the City and would like to understand current availability and development potential of suitable parcels.

CBRE will deliver these services in two phases:

- 1) Phase 1: CBRE will deliver a market study of available property that meets your criteria and is for sale in Doral. This service will be provided for a flat fee of \$500.
- 2) Phase 2: CBRE will prepare massing studies demonstrating the feasibility of what types of developments are possible and at what level of density, and what corresponding value the City can expect based on that. These analyses will be priced at \$4,950/parcel.

A project of this type requires professionals who understand government real estate, are deeply steeped in the local market, and can assure the confidentiality needed for this assignment. Lee Ann Korst, leader of CBRE's Public Institutions & Education Solutions team in the Southeast, will lead the project closely supported by Clarissa V. Willis, a Doral market specialist, to ensure the City's requirements and local market knowledge, respectively, are met.

The above-mentioned assignment and services shall be subject to and performed in compliance with the Florida Department of Management Services Contract #ITN-DMS-12/13-007A for Tenant-Broker and Real Estate Consulting Services.

"2.1.3. Real Estate Services.

An Eligible User may purchase additional services related to real estate management, support, operations, or other similarly related services. The Eligible User will provide a detailed Scope of Services, timelines for performance, business strategies, and desired pricing model for the needed service. Related real estate consulting and transaction services include, but are not limited to, relocation services, project management services, acquisition services, sale, lease, or disposition of properties, trading or swapping of properties, strategic consulting, real estate financial services, facilities management services, etc."

We are on stand-by to begin work on this important project and capture the advantages of the highly competitive market for development in Doral. If we are selected, the City of Doral has our personal promise that our partnership will be governed by CBRE's RISE values: Respect, Integrity, Service, Excellence

We look forward to supporting the City of Doral on this important project.

Sincerely,

A handwritten signature in black ink that reads "Lee Ann Korst".

Lee Ann Korst
SE Regional Manager
CBRE | Public Institutions & Education Solutions
T +1 850 251 9319
Leeann.korst@cbre.com



TENANT BROKER AND REAL ESTATE CONSULTING SERVICES

Contract By and Between

CBRE, Inc.

And the

State of Florida

Acting Through the

Department Of Management Services

DMS-12/13-007A

CONTRACT

This Contract (“Contract”), effective the date of full execution (“effective date”), is, between CBRE, Inc. (“Contractor”), a Corporation with an office at 225 Water Street, Suite 110, Jacksonville, Florida 32202, and the State of Florida, Department of Management Services (the “Department”), with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950 (each a “Party” and collectively, the “Parties”). Upon effective date of this Contract, contract DMS-06/07-115A, is replaced in full by this Contract. All new transactions shall be in accordance with this Contract.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties agree as follows:

Section 1

Definitions

1.1 Definitions.

“Credited Services” means those real estate consulting services which are funded by Service Credit Hours.

“Deliverables” means those actions, items, or materials delivered as part of the performance of the Services by Contractor as defined in this Contract.

“Eligible User” means any of the various state officers, State Agencies, departments, school boards, commissions, divisions, bureaus, councils and any other unit of organization, however designated, of state government and any other instrumentality of the State of Florida including the state courts, the state legislature, and the state university system including all governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida and any independent nonprofit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

“Engagement Checklist” means the list of desired services and is Appendix 1 to this contract.

“Purchase Order” means the document consistent with Section 287.058(1), Florida Statutes, used by an Eligible User to make a purchase under the Contract.

“Request for Space Need (RSN)” means an electronic submitted request, by an agency to DMS, to begin to address space needs.

“Scope of Services” means an official request for services sought that clearly establishes all tasks that the contractor is required to perform; outlines the project needs; identifies quantifiable, measurable, and verifiable units of deliverables; as well as time frames for performance and costing structure. For leasing transactions, the Scope of Services should take the form of an Engagement Checklist.

“Services” means the services assigned to Contractor as provided in this Contract.

“Service Credit Hours” means hours accrued pursuant to Section 2.4.1 below.

“State” means the State of Florida.

1.2 Rules of Interpretation.

In this Contract, unless otherwise indicated, or otherwise required by the context, the following rules of interpretation shall apply:

- (a) reference to, and the definition of, any document (including any exhibits) shall be deemed a reference to such document as it may be amended, supplemented, revised, or modified in the method prescribed herein;
- (b) all references to a “Section,” “Appendix,” or “Exhibit” are to a Section, Appendix, or Exhibit of this Contract;
- (c) Section headings and other captions are for the purpose of reference only and do not limit or affect the content, meaning, or interpretation of the text;
- (d) defined terms in the singular shall include the plural and vice versa, and the masculine, feminine, or neuter gender shall include all genders;
- (e) the words “hereof,” “herein” and “hereunder,” and words of similar import, shall refer to this Contract as a whole and not to any particular provision of this Contract;
- (f) the words “include,” “includes,” and “including” are deemed to be followed by the phrase “without limitation;” and
- (g) any reference to a governmental entity or person shall include the governmental entity’s or person's authorized successors and assigns.

Section 2

Scope of Services and Compensation

2.1. Services.

The following Services shall be provided by Contractor in exchange for compensation as set forth in Section 2.3 below:

2.1.1. Lease Transaction Services.

Contractor shall provide Eligible Users with the technical expertise to complete commercial lease and real estate transactions. Prior to the commencement of Services for leases, Contractor shall ensure that a Purchase Order has been issued in accordance with Section 4.1, and for State Agencies an RSN has been approved in accordance with either an Engagement Checklist or an appropriate Scope of Services. (see Appendix 1).

For each lease transaction, Contractor shall provide, at a **minimum**, the items set forth on the Engagement Checklist or the items as indicated on a scope of work attached to a Purchase Order. The services will be completed in accordance with the performance standards and metrics established under Section 2.5 below.

Should it be requested and approved through the Contract Manager, an Eligible User may be allowed to use accumulated credit hours, at a quoted rate, for any or all of these activities.

Lease Transaction Services to be provided per this Contract are to include the following:

- (a) Review, validation, and recommendation regarding the suitability of boundaries or the desirable area for a lease location that meets the Eligible User's needs using quantitative data;
- (b) Review, validation, and recommendation regarding the primary criteria for evaluating legitimate potential space and documentation of such criteria in the Engagement Checklist or documented scope of services;
- (c) For markets where such information is readily available, a summary of rental rate trends, vacancy trends, and absorption trends for a period as agreed upon and stipulated in the Engagement Checklist or documented scope of services;
- (d) Identification of all state-owned or leased real property, within a defined radius, as reported on publicly-available state databases, as agreed upon and stipulated in the Engagement Checklist or documented scope of services;
- (e) Identification of lease-action options including a pro/con analysis of each option and a projected cost per occupant for each option;
- (f) Assessment of proposed options compared to recommendations of most recent Master Leasing Report and Strategic Leasing Plan;
- (g) Development or review of intended lease documents and identification of changes that could broaden competition and potential negotiated cost savings;
- (h) Distribution of procurement documents via the method and to the extent agreed upon and stipulated in the Engagement Checklist or Scope of Work;
- (i) Review and validation, prior to publishing, of all anticipated responses to formally submitted procurement questions;
- (j) Participation at all vendor/bidder conferences or meetings;
- (k) Independent assessment of all procurement responses to determine bidder responsiveness, degree of completion of response, and technical evaluation of response;
- (l) Recommendation as to which bidder the Eligible User should negotiate and the rationale for such opinion;
- (m) Market analysis inclusive of all comparable facilities within a proximity to the subject facility as agreed upon and stipulated in the Engagement Checklist or Scope of Work;
- (n) A summary detailing the negotiation;
- (o) Analysis of bidders' responses to identify the facility and lease terms and conditions that the Contractor recommends are in the best interest of the state for the Eligible User to select;
- (p) Review, validation, and recommendation of modifications to final lease documents prior to submission to selected bidder;
- (q) Routing of lease documents for appropriate approval;
- (r) Lease transaction service close out review with Eligible User using Engagement Checklist to verify and validate completion of all agreed upon services.
- (s) Partnership with Eligible Users and landlords to assist with the monitoring of tenant build out.
- (t) Guide the landlord on the process for payment of the commission to the Eligible User.

2.1.2. Portfolio Strategy Services.

To the extent requested by the Department, and in accordance with this Contract, Contractor may be requested to assist and participate in the development and implementation of annual Strategic Leasing Plan(s) and Master Leasing Report(s) (collectively, the "Plan"). These services shall include:

- (a) Attendance and participation in a portfolio strategy-planning workshop no less than 6 months prior to submission date of the Plan with prior reasonable notice to the Contractor. This workshop shall address the following:
 - 1. Project timeline for development of the Plan;
 - 2. List of data required for development of the Plan;
 - 3. Review of progress on prior year's Plan;
 - 4. Validation of goals of prior year's Plan for inclusion in current Plan;
 - 5. Project team meeting schedule;
 - 6. Assignment of project team member responsibilities.
- (b) Summary of key environmental factors for consideration of impact on portfolio;
- (c) Analysis of market rent trends, vacancy, and absorption;
- (d) Analysis of market areas of concern and opportunity;
- (e) Analysis of portfolio supply and demand;
- (f) Summary of strategic plans for consideration against the Plan;
- (g) Editorial review of drafts of the Plan;
- (h) Plan implementation to the extent that implementation activities are considered Lease Transaction Services.

2.1.3. Real Estate Services.

An Eligible User may purchase additional services related to real estate management, support, operations, or other similarly related services. The Eligible User will provide a detailed Scope of Services, timelines for performance, business strategies, and desired pricing model for the needed service. Related real estate consulting and transactional services include, but are not limited to, relocation services, project management services, acquisition services, sale, lease, or disposition of properties, trading or swapping of properties, strategic consulting, real estate financial services, facilities management services, etc. Tenant Brokers will provide the Eligible User a quote in the format/method desired by the Eligible User which can be either a commission based quote, a flat fee for services quote, or an hourly rate quotes at the rates at or below those indicated in this contract.

INDEPENDENT MARKET ANALYSIS (IMA): An Eligible User may request an IMA that is independent from a lease transaction and will be paid directly by the Eligible User separate from any transaction. An IMA will consist of evaluating current Eligible User needs and obtaining a minimum of three (3) comparable current properties in the market that are equally leveraged to be similar to the current Eligible User need. If the Eligible User needs a full service lease that includes a build out, the comparable should be estimated to include those rates (not triple net). This service will be paid as indicated in Section 2.3.

BROKER OPINION OF VALUE or BROKER PRICE OPINION (BOV/BPO): An Eligible User may request a Broker of Opinion Value for a specific property. A BOV/BPO shall be an indication of the current market price for a particular parcel of land, building, or combination of land and building that takes into account current area rates; value of similar surrounding properties; asking prices; local and regional sold prices; demographic reports; the costs associated with getting the property ready for sale, and the costs of any needed repairs. This service will be paid as indicated in Section 2.3.

The Eligible User shall issue a Purchase Order or a Scope of Services to Contractor for real estate consulting services. State Agencies are required to use a Purchase Order.

An Eligible User may negotiate directly with any one contractor for consulting services, but the Department encourages Eligible Users to request quotes from the other contractor awarded this bid.

Contractor will not charge and shall not be entitled to payment for any real estate consulting services that result in or are incidental to a lease transaction for which compensation is paid under Section 2.3.

2.2. Eligible User's Right to Commission.

Whenever Contractor provides Services under 2.1.1., Contractor or the Eligible User shall negotiate a commission ("Commission"), in accordance with Section 2.3. Contractor hereby assigns to the Eligible User all of Contractor's rights, title and interest to any Commission. All commissions rates stated in 2.3 are ceiling rates; lower compensation rates may be established per transaction with the Contractor and with an Eligible User.

Contractor will use reasonable efforts to ensure that any Commission owed to Contractor resulting from Contractor providing services under Section 2.1.1 of this Contract will be directed to the Eligible User for disbursement to Contractor, in accordance with Chapter 255, Florida Statutes.

If a landlord wrongfully withholds a Commission, the Parties and the Eligible User will cooperate in the diligent pursuit of collection.

The Contractor may not submit a request for Commission reimbursement (invoice) to the Eligible User until and unless the Commission is paid to the Eligible User in accordance with this paragraph.

Moneys paid by a landlord to the Eligible User are not subject to the charges imposed under Section 215.20, Florida Statutes.

DMS has the authority to negotiate with the Contractor for a cap on commissions per Service or more broadly.

2.3. Contractor Compensation.

2.3.1. There is no Contractor compensation in excess or in addition to those payments established herein for Services.

2.3.1. Compensation for Lease Transaction Services.

As compensation for performing the Lease Transaction Services allowed under this Agreement, Contractor shall receive the Commission paid by the landlord through the Eligible User as indicated below. All payments for Services shall be made as indicated on the Purchase Order.

Table 1 - Commission Schedule

Type of Lease Agreement Negotiated	Maximum Compensation Rate	
New leases ¹	Total Annual Rent of the Base Term of the Lease	Maximum Rate
	\$ 0 - \$ 500,000	3.50%
	\$ 500,001 - \$2,500,000	3.25%
	\$ 2,500,001 - \$4,500,000	3.00%
	\$ 4,500,001 - \$6,499,999	2.75%
\$ 6,500,000 and over	2.50%	
Lease renewal, lease modifications, stay-in-place lease, lease extension, lease expansion	2% of the rent to be paid for the term of the particular lease renewal, modification, extension, expansion, or stay-in-place negotiated. ²	
All leases for warehouse, hangar or storage space	2% of the sum of the annual rent to be paid over the initial term of the lease for leases 0-5,000 square feet Leases over 5,001 square feet follow the new lease chart above.	
Independent Market Analysis	\$ <u>225.000</u> per IMA	
Broker Opinion of Value or a Broker Price Option - Undeveloped Properties*	\$ <u>500.00</u> per BOV/BPO	
Broker Opinion of Value or a Broker Price Option - Developed Properties	\$ <u>250.00</u> per BOV/BPO	

*"Undeveloped properties" is defined as property that contains no structures.

Rates in excess of those established in Table 1 are not authorized. Contractor will not charge and shall not be entitled to payment for any consulting services that result in or are incidental to a lease transaction for which compensation is paid under Section 2.3.

Commissions received by the Eligible User on behalf of Contractor shall be paid to Contractor as indicated herein. However, under no circumstances shall Commissions become payable by Eligible User until such payments have been remitted to the Eligible User by the landlord.

Commission installments are paid as follows:

New leases:

50% upon full execution of the lease documents by the landlord the Eligible User and the Department; and 50% upon occupancy by the Eligible User of the leased premises.

¹ At DMS's discretion and approval, a lease that has been substantially restructured to decrease the effective rental rate for leased space, resulting in a notable reduction in the overall lease costs in accordance with the objectives established in the annual *Strategic Leasing Plan*, can be considered a "new lease" for the purposes of compensation.

² If the existing lease term is incorporated in a new transaction, such term (or value) shall be excluded from the commission calculation.

Renegotiated/Modified Leases:

Should the lease be in the same location and thereby not require a move on the part of the Eligible User, the commission shall be paid 100% at time of full lease execution by the landlord, the Eligible User, and Department.

All Other Lease Transaction Services

Payment will be made as indicated on the Purchase Order.

2.3.2. Compensation for Portfolio Strategic Services.

Consulting services shall be priced on an hourly or fee-for-service basis, neither of which shall exceed the hourly rates identified by the Contractor and reflected in Table 2 below.

Table 2 – Labor Rate Schedule

CBRE, INC.		
<i>Position</i>	<i>Rate</i>	<i>Per Unit</i>
Facilities Management/Sourcing	\$	165.00/ Hr
Preventive Maintenance /Work Order System	\$	165.00/ Hr
Workplace Strategies	\$	165.00/ Hr
Organization and Process	\$	165.00/ Hr
Energy	\$	165.00/ Hr
Energy Procurement Systems	\$	165.00/ Hr
Valuation and Advisory	\$	295.00/ Hr
All other CBRE consultants will be billed at a blended rate	\$	165.00/ Hr
GENSLER (subcontractor)		
<i>Position</i>		
Space Management	\$	165.00/ Hr
CARL WALKER, INC (subcontractor)		
<i>Position</i>		
Parking	\$	165.00/Hr

2.3.3. No Payment for Expenses.

Contractor shall not be entitled to reimbursement of any costs or expenses incurred in the course of performing the Services, including costs associated with travel, couriers, meeting preparation, or meeting attendance, except by prior and specific written agreement with the Eligible User. Costs associated with travel are subject to section 112.061, Florida Statutes

2.3.4. No Other Compensation.

Contractor may not receive any other compensation for Services that are rendered under this Contract. All terms relating to the compensation of Contractor shall be as specified in this Contract and may not be supplemented or modified absent prior amendment to this Contract consistent with the terms of the solicitation.

2.4. Service Credit Hours.

As of the effective date of this Contract, the Department begins with two hundred (200) Service Credit Hours to be used by the Department for portfolio strategy services and real estate consulting services as identified in this Contract. Utilization of Service Credit Hours shall be tracked using Appendix 2 to this Amendment, entitled "Service Credit Hours Accounting Form."

The Contractor agrees to issue all Service Credit Hours to the Department upon receipt of agreed payments for any of the service categories identified in the Contract. The Department may use Service Credit Hours, at its discretion, for any Services, and may allocate those credit hours to user agencies for use on specific projects.

2.4.1. Accrual of Service Credit Hours.

In addition to those stated above, Service Credit Hours are also accrued as follows:

- (a) One (1) Service Credit Hours shall be accrued by the Department on the Contract Effective Date and each year thereafter, on the anniversary month and day the contract was effective; and
- (b) One Service Credit Hour shall be accrued by the Department for each \$1,667.00 received by Contractor under this Contract.

2.4.2. Use of Service Credit Hours.

The Department may use Service Credit Hours for the benefit of individual Eligible Users as payment for any Service provided for in the Contract at the rate of one Service Credit Hour for one hour of Service. To initiate utilization of Service Credit Hours, the Department will complete and submit to Contractor a task order using Appendix 3 to this Contract, entitled "Credit Hour Direct Order Request & Approval Form."

Unused Service Credit Hours will carry over to subsequent contract years and shall survive the expiration or termination of this Contract for 90 days. The Contractor shall maintain a detailed accounting of Service Credit Hour accrual and usage and shall report accrual and usage to the Department monthly, by using Appendix 2 to this Contract.

2.5. Performance Standards.

In providing the services per this Contract, Contractor shall be required to meet or exceed the following performance standards:

2.5.1. General Performance Standards.

- (a) Contractor shall work under the direction, supervision, and authority of the Eligible User, subject to the statutes and rules governing lease procurements;
- (b) Contractor will receive training from the Department concerning the rules governing general leasing and the procurement of leases;
- (c) Contractor will provide all labor, materials and supplies necessary to perform the Services;
- (d) Contractor must maintain an office in Florida and shall establish an Account Management Team to work directly with Eligible Users. This team shall consist of a minimum of one senior account executive and other licensed tenant brokers;
- (e) Tenant brokers must comply with all applicable provisions of chapter 475, Florida Statutes;

- (f) The Contractor shall deliver all Services in a professional, skillful manner in accordance with the standards and quality prevailing among first-rate, nationally-recognized firms in the industry and in accordance with this Contract;
- (g) Contractor shall provide the Department written updates on transactions in process of all Services under this Contract monthly. At its sole discretion, the Department may approve alternate update frequencies.

2.5.2. Lease Transaction Services Performance Deliverables.

- (a) Contractor shall ensure completion, in sufficient detail to document the full expectations of a subject lease transaction, of an Engagement Checklist or documented scope of services for each transaction under Section 2.1.1. Contractor shall distribute copies of Appendix 1 to this Contract, entitled the "Tenant Broker Engagement Checklist," to the appropriate representatives of the Eligible User and to the respective account manager with the Department.
- (b) Contractor shall complete the tasks agreed to during the initial engagement and documented on the Tenant Broker Engagement Checklist to meet, or exceed, the expectations of the Eligible User.
- (c) Upon completion of a subject lease transaction, Contractor should conduct a performance review with the Eligible User to verify/validate completion of tasks agreed upon at the time of the completion of Tenant Broker Engagement Checklist, or as mutually amended. Contractor will ensure documentation of the performance review and distribution of copies of the completed Tenant Broker Engagement Checklist to appropriate representatives of the Eligible User and the Department.

2.5.3. Portfolio Strategy Services Performance Deliverables.

Unless otherwise agreed to in writing, Contractor shall deliver all Portfolio Strategy Services to the Department within seven calendar days of the Department's formal request.

2.5.4. Satisfaction Surveys.

The Department shall conduct periodic customer-satisfaction surveys in the form of Tenant Broker Evaluation forms to monitor Contractor's performance. The customer-satisfaction survey will be the Tenant Broker Evaluation form, which will be required for each transaction.

- (a) Contractors shall encourage Eligible Users to correctly complete the evaluation form.
- (b) The Department shall provide Contractor with copies of the evaluation responses received on a quarterly basis.
- (c) Where evaluation form indicates performance expectations were not met (grade of D or lower), Contractor shall provide a written statement explaining Contractor's position on the assessment of the Eligible User and an intended course of action to ensure satisfactory completion of expectation in future transactions.

2.6. Acceptance of Services.

Within twenty (20) calendar days of receipt of each Deliverable to the Eligible User, the Eligible User shall give written notification of acceptance or rejection (with requirements for resubmission) to Contractor. Failure of the Eligible User to deliver notification of acceptance or rejection shall constitute an acceptance by the Eligible User by default.

2.7. Rejected Services.

Contractor shall have five (5) calendar days to correct any item rejected by the Eligible User for nonconformance with agreed upon performance standards.

Within five (5) calendar days of Contractor's resubmission, the Eligible User shall deliver written notification of acceptance or rejection (with reasonable specificity for rejection) to Contractor. At the discretion of the Eligible User, rejection of a resubmitted item due under the Services of this Contract may constitute a default of the Contract pursuant to Section 7 of this Contract.

2.8. Non-Exclusivity.

Nothing in this Contract shall be interpreted to exclude the Department from providing Services the same as or substantially similar to the Services for an Eligible User.

Nothing in this Contract shall be interpreted to restrict any Eligible User from hiring third parties to perform services the same as or substantially similar to the Services. However, once Contractor has begun performing Services hereunder, Contractor shall not be replaced without prior notice and due cause. If appropriate notice is provided, Contractor shall not be entitled to any Commission or other compensation for the Services.

Section 3

Contract Administration

3.1. Contract Managers.

Each Party will designate a Contract Manager whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. This person shall at all times have the skills, experience and resources necessary to manage the Contract. A Party may replace its Contract Manager at any time upon written notification (by email or otherwise) to the other Party.

As of the Effective Date, the Department's Contract Manager is the Bureau Chief, Real Property Leasing, Division of Real Estate Development and Management, 4050 Esplanade Way, Suite 315, Tallahassee, FL 32399.

Contractor shall have its brokers meet in person with the Contract Manager annually to provide information as requested by the Contract Manager and work toward resolving any operational issues. The Department and contractor's Contract Managers will meet at least once a year to review contract performance, contract deliverables, training, contract gaps and/or clarifications. The meeting will be scheduled in Tallahassee and at a date and time as mutually agreeable.

3.2. Contractor's Account Management Team.

3.2.1. Account Managers.

Contractor shall designate Contractor's primary account manager ("Account Manager") dedicated to the Department. The Account Manager (or designee) shall be available to the Department from 8:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays. The Account Manager must have sufficient experience and authority to resolve any conflicts arising from the delivery of Services under this Contract.

3.2.2. Contractor's Representative.

Contractor shall designate Contractor's representatives ("Contractor's Representatives") dedicated to an Eligible User for each transaction performed under Lease Transaction Services. Contractor's Representatives (or designees) shall be available to the Eligible User and the Department from 8:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays. Contractor's Representatives must have sufficient technical experience and authority to carry out all agreed upon Lease Transaction Services.

3.3. Employees.

3.3.1. No Joint Employees.

Neither Party shall be deemed a joint employer of the other's employees, each Party being responsible for any and all claims by its employees. Neither Party's employees shall be deemed "leased" employees of the other for any purpose.

3.3.2. Subcontractors.

Contractor is responsible for the acts or omissions of all Subcontractors used by Contractor in the performance of Services. Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder without the prior written consent of the Department, and the Department must approve all subcontracts. The State shall have no liability of any kind for subcontractor claims, demands, loss, damage, negligence, or any expense relating, directly, or indirectly, to Subcontractors.

3.3.3. Removal or Replacement of Employees and Subcontractors for Cause.

The State may refuse access to or require replacement of any Contractor employee, Subcontractor, or agent for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Department's security or other requirements. Such action shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of Contractor's employees, Subcontractors, or agents.

3.3.4. Non-Discrimination and Equal Opportunity.

Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small and minority/women owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the State. The State maintains data to establish benchmarks from which to measure supplier diversity in State contracting. Vendors who contract with the State are obligated to provide reasonable information from time to time related to the use of minority/women-owned businesses. The Department will inform Contractor of those obligations as they arise and Contractor will have a reasonable time to comply.

3.3.5. Employment of State Workers.

During the term of this Contract, Contractor shall not knowingly employ, subcontract with, or sub-grant to any person (including any non-governmental entity in which such person has any employment or other material interest as defined by Section 112.312(15), Florida Statutes) who is employed by the State or who has participated in the performance or procurement of this Contract, except as provided in Section 112.3185, Florida Statutes.

3.3.6. Background Screening.

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other persons, hereinafter referred to as "Person" or "Persons," operating under their direction with access to State of Florida data. "Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network. "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions, whether said information is confidential information or personal information. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit or presented on a display device, or a hard copy. The Contractor shall ensure that the background screening is conducted on all Persons directly performing services under the Contract whether or not the Person has access to state of Florida Data, as well as those persons who are not performing services under the Contract but have access, including indirect access, to State of Florida Data.

The minimum background check process shall include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

Social Security Number Trace; and
Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available);

The Contractor agrees that each Person will be screened as a prior condition for performing services or having access to State of Florida Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor shall maintain documentation of the screening in the Person's employment file.

The Contractor is required to submit a written report to the Department's Contract Manager within fifteen (15) days from the start of the contract listing those Persons who have been screened, those Persons with Criminal Findings who have been removed from performing services or having access to State of Florida Data, and those Persons with Criminal Findings that the Contractor has allowed to continue providing services or allowed access to State of Florida Data through the process described in A 1. above. The report by the Contractor shall at a minimum include the name of the Person, the title of the Person's position, a description of the job, and a description and date of the Criminal Finding and, where applicable, an updated status of the court proceeding or ultimate disposition.

1. Disqualifying Offenses/ Criminal Finding

A "Criminal Finding" is defined as a misdemeanor or felony conviction, plea of nolo contendere, plea of guilty, or adjudication of guilt withheld record for any disqualifying offense listed below. If at any time it is determined that a Person has a Criminal Finding within the last ten (10) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are:

Computer related or information technology crimes
Fraudulent practices, false pretenses and frauds, and credit card crimes
Forgery and counterfeiting

Violations involving checks and drafts
Felony theft

If the Contractor removes a Person from a position under this provision due to a Criminal Finding, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have access to State of Florida Data. The Contractor shall consider the following factors only in making the determination: i) the nature and gravity of the offense, ii) the amount of time that lapsed since the offense, iii) the rehabilitation efforts of the person, and iv) the relevancy of the offense to the job duties of the Person. During the process of collecting the information and making a decision, the Contractor shall not allow the Person to perform services or have access to state of Florida Data.

2. Self-Disclosure

The Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three (3) calendar days a Criminal Finding or an updated court disposition of a Criminal Finding. The Contractor shall notify the Department's Contract Manager within 24 hours of all details concerning any Criminal Finding or updated court disposition of such Criminal Finding as reported by a Person. The Contractor shall immediately assess whether to disallow that Person access to any State of Florida Data or from directly performing services under the contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional Criminal Findings and shall maintain that certification in the employment file.

3. Refresh Screening

The Contractor shall ensure that all background screening is refreshed every five (5) years from the time initially performed for each Person during the Term of the Contract.

4. Duty to Provide Secure Data

The Contractor shall maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor shall also comply with all other state and federal rules and regulations regarding security of information.

5. Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon two days prior written notice to the Contractor during the Term of the Contract. The Department shall have the right to inspect the Contractor's work area and/or location upon two business days prior written notice to the Contractor to ensure that access to the State of Florida Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

6. Audit Rights

The Department shall have the right to audit compliance with this Section at any time, and Contractor and its Subcontractors shall cooperate with this audit process.

Section 4

Service Orders and Financial Management

4.1. Procurement Documentation.

LEASE TRANSACTION SERVICES:

The Contractor **shall not** deliver or furnish **any** leasing transaction services under this Contract until an approved RSN is received from the Department and either a Purchase Order or an approved Credit Hour Direct Order is received from the Eligible User. All Purchase or Direct Orders shall:

- (a) Bear the contract number DMS 12/13-007A; and
- (b) Be placed by the Eligible User directly with the Contractor; and
- (c) Be deemed to incorporate by reference the terms of this Contract;
- (d) Contain performance standards for all deliverables with associated time frames;
- (e) Will have a completed Engagement Checklist or an Eligible User defined Scope of Services; and
- (f) Will have a DMS approved RSN on file before work can begin.

Any discrepancy between the Contract terms and the terms stated on the Purchase Order, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Eligible User.

The Contractor must receive Purchase Orders no later than thirty days prior to the last day of the Contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the Contract. Timely Purchase Orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions thereof shall survive the termination of the Contract.

Within four (4) business days of receiving a Purchase Order or Direct Order, the Contractor will provide the Eligible User with a written acknowledgement that the Contractor either accepts or rejects the Purchase Order, stating with reasonable specificity reasons for rejecting a Purchase Order. The Contractor shall not reject a Purchase Order or Direct Order unless the Order contains terms that impose unreasonable burdens, represent a conflict of interest, or are inconsistent with other provisions of this Contract.

OTHER REAL ESTATE SERVICES:

Requests from an Eligible User for services other than leasing transaction services shall be documented by a Purchase Order, Scope of Services, or other written agreement which clearly establishes specific tasks the Contractor is required to perform, outlines the request desired, period of performance, specific deliverables that must be provided and accepted prior to payment, specific criteria that will be used to determine the contractor's successful performance, payment type (commission, flat fee, or hourly) and financial consequences that the Eligible User will apply if the Contractor fails to perform in accordance with the contract. This includes the use of a broker for IMA, or BOV/BPO.

4.2. Invoicing and Payment.

4.2.1. Invoices.

Invoices shall contain the Contract Number, Purchase Order Number, and Contractor's Name. The Eligible User may require any other information from Contractor that the Eligible User deems necessary to verify any amount owed under the Contract. At the Eligible User's option, Contractor may be required to invoice electronically pursuant to set guidelines. The Contractor may supply electronic invoices in lieu

of paper-based invoices for those transactions processed through the MyFloridaMarketplace System. Electronic invoices shall be submitted through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

4.2.2. Payment.

Payment shall be made in accordance with sections 215.422 and 287.0585 and 255.25 of the Florida Statutes, which govern time limits for payment of invoices. Time limits do not begin until Contractor submits a properly completed invoice received after the submission of the actual commission check from the Landlord to the Eligible User. Invoices that must be returned to Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by Eligible Users. An Eligible User's delay in payment shall not constitute a breach of the Contract and shall not relieve Contractor of its obligations to the Department or to other Eligible Users.

4.2.3. MyFloridaMarketPlace Fee.

The Department has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which Contractor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by Contractor for the purchase of any Deliverable(s) if such Deliverable(s) is rejected or returned to Contractor through no fault, act, or omission of Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when a Deliverable is rejected, returned, or declined, due to Contractor's failure to perform or comply with the requirements of this Contract.

Failure to comply with these requirements shall constitute grounds for declaring Contractor in default and recovering reprocurement costs from Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

4.2.4. No Surcharge on Eligible Users.

Monies paid to Contractor are exempt from any charge imposed under Section 287.1345, Florida Statutes.

4.2.5. Disputed Invoices.

If an Eligible User reasonably and in good faith disputes that any portion of any amount claimed by Contractor is payable or has been erroneously paid, as the case may be, then the Eligible User will timely pay any undisputed portion of the amount and will provide Contractor with written notice specifying the disputed amount and the basis for the dispute in reasonable detail. Upon resolution of the disputed portion, any amounts owed to Contractor shall be paid within thirty (30) calendar days after the date such amounts were agreed upon. If payment is not available within forty (40) business days, measured from the latter of the date the invoice is received, or the services are received, inspected and approved, an interest penalty will be due at a rate as established pursuant to Section 55.03(1) of the Florida Statutes on the unpaid balance from the expiration of such forty (40) calendar day period until such time as the

warrant is issued to Contractor. Invoices returned to Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Eligible User.

4.3. Taxes.

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on Contractor or for any taxes levied on employees' wages.

4.4. Audit Rights.

The Department reserves the right to inspect, at any reasonable time with prior notice, the equipment and other facilities of Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

Contractor recognizes and acknowledges Florida's broad public records law and therefore agrees, upon reasonable notice, to provide the State with reasonable access to audit, inspect, and copy all records and information, including records and information stored electronically, related to this Contract that are public record under Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, and which have not been exempt. Without limiting the class of those authorized to perform an audit, Contractor acknowledges that the State Comptroller (and its successor), the State Auditor General, and the Department's Inspector General may conduct audits. The following records are specifically excluded from inspection, copying, and audit rights under this Contract: (i) financial records of Contractor that are unrelated to this Contract, (ii) documents created by and for the State or other communications related thereto that are confidential attorney work product or subject to attorney-State privilege, unless those documents would be required to be produced for inspection and copying by the State under the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, (iii) information of Contractor that is confidential, proprietary, or is a trade secret, and (iv) personal and financial data exchanged as required by this Contract, to the extent generally protected by law. Contractor shall be responsible for any taxes or any other liabilities imposed as a result of such audits and inspections. The State will use reasonable efforts to minimize the number and duration of such audits or inspections conducted and conduct such audits and inspections in a manner that will minimize the disruption to Contractor's business operations. The State shall be responsible for the costs associated with the audit review. Information disclosed during any such audit is subject to the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution.

Section 5

Damages for Delay

Contractor acknowledges that its failure to meet an agreed upon deadline for delivery of services other than brokerage services will damage the Eligible Users but that by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining the amount of damages will be multiple and complex, and will be dependent on many and variant factors, proof of which would be burdensome and require lengthy and expensive litigation, which the Parties desire to avoid. Accordingly, the Parties agree that it is in the Parties' best interests to agree upon a reasonable amount of liquidated damages, which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages

Accordingly, liquidated damages shall be assessed on the Contractor at a rate of \$100.00 per calendar day for each calendar day the Contractor fails to complete agreed upon work after expiration of the time allowed by the State or Eligible User, subject to the *force majeure* provisions of section 9 below. Regardless of whether the time for completion of work (other than brokerage services) is stipulated in hours, calendar days, working days or business days, delay days shall be counted in calendar days. Allowing Contractor to finish the work, or any part of it, after the expiration of the time allowed, including extensions of time granted to Contractor, shall in no way act as a waiver of the liquidated damages due under this Contract.

Nothing in this section shall be construed to make Contractor liable for delays that are beyond its reasonable control. Nothing in this section shall limit the Eligible Users' right to pursue its remedies for other types of damages.

Section 6

Insurance

6.1. Insurance Coverage.

6.1.1. General Requirements.

No later than five (5) calendar days after execution of this Contract, Contractor shall, at its own expense, secure and maintain the insurance coverage outlined below. This Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy shall not be interpreted as limiting Contractor's liability and obligations under this Contract. Providing and maintaining adequate insurance coverage is a material obligation of Contractor and is of the essence of this Contract. Performance may not commence on this Contract until such time as insurance is secured by Contractor and approved by the Department. Such approval will not be unreasonably withheld or delayed.

A certificate reflecting the continuing coverage of all such policies shall be delivered to the Department prior to the time such insurance is required and at least thirty (30) days prior to the expiration of any such policies. Such policies shall bear an endorsement stating that the insurer agrees to notify the Department not less than thirty (30) days in advance of the effective dates of any change in coverage or cancellation. All insurance carriers shall be, at the minimum, rated "A VII" by A.M. Best or an equivalent rating by a similar insurance rating service.

Contractor is responsible for first dollar defense coverage. All general liability policies shall provide defense in addition to the policy limits. In respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage. Also, all of the policies set forth below shall contain an endorsement stating that coverage's are primary to the extent Contractor is liable under the Contract.

6.1.2. Commercial General Liability.

Contractor shall have comprehensive general liability insurance against any and all claims for injuries to persons or damage to property. Such insurance shall have combined single limits, per occurrence of not less than one million dollars (\$1,000,000), and not less than two million dollars (\$2,000,000) in the aggregate. Said insurance shall include coverage for operations and shall name the State as additional named insured.

6.1.3. Workers' Compensation Insurance.

Contractor shall have Workers' Compensation Insurance for all employees connected with the Services. Such insurance shall comply fully with the Florida Workers' Compensation law.

6.1.4. Comprehensive Automobile Liability.

Contractor shall have contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles, and equipment. The policy shall have combined single limits, per occurrence, for bodily injury and property damage of not less than one million dollars (\$1,000,000).

6.1.5. Professional Liability Insurance.

Contractor shall have professional liability insurance coverage, including errors and omissions coverage, to cover all professional services to be provided by Contractor under this Contract. The amount of coverage obtained shall be one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) yearly aggregate. If occurrence coverage is not available, claims-made coverage with a three-year tail coverage shall be provided for the same amounts and aggregate as detailed above.

6.2. Subcontractor Insurance Coverage.

Contractor shall require each of its subcontractors to secure and maintain the insurance coverage's set forth in subparagraphs 6.1.2, 6.1.3 and 6.1.4 above except that Contractor shall also be a named insured. Such coverage may be reduced or waived when approved in writing by the Contract Manager with the consent of the Department since certain subcontractors have potentially less exposure in liability than other subcontractors, depending on the nature of their work under this Contract. In no event may a subcontractor self-insure unless it obtains the prior written consent of the Department.

6.3. Deductible Amounts.

Contractor may choose the amount of deductible for any of the insurance coverage required above, but in no event shall such deductible for each occurrence exceed ___ percent of the required yearly aggregate limit of coverage. *[If blank, the limit will be 5%].*

6.4. Self-Insurance.

Except as agreed in a separate writing, no "self-insurance" coverage shall be acceptable unless Contractor is licensed or authorized to self-insure for a particular coverage in the State of Florida, or is an insured member of a self-insurance group that is licensed to self-insure in the State of Florida.

Section

7

Default and Remedies

7.1. Contractor Events of Default.

The following list is non-exhaustive. Any one or more of the following events shall constitute an "Event of Default" on the part of Contractor:

- (a) Contractor fails to pay any sum of money required hereunder within thirty (30) calendar days after receipt of written notice that the same is due; or

- (b) Contractor fails to provide the Services required under this Contract or fails to meet any of the performance metrics established in accordance with Section 2; or
- (c) Contractor employs an unauthorized alien in the performance of any work under this Contract; or
- (d) Contractor fails to correct Contractor's work that the State has rejected as unacceptable or unsuitable; or
- (e) Contractor unilaterally discontinues the performance of the work required under this Contract; or
- (f) Contractor fails to resume work that has been discontinued within a reasonable time after notice to do so; or
- (g) Contractor fails to promptly pay any and all taxes or assessments imposed by and legally due the State or federal government; or
- (h) Contractor made or has made a material misrepresentation or omission in any materials provided to State; or
- (i) Contractor commits any material breach of this Contract; or
- (j) Contractor transfers ownership in violation of this Contract; or
- (k) Contractor utilizes a subcontractor in the performance of the work required by this Contract which has been placed on the State's Convicted Contractors List; or
- (l) Contractor is suspended or is removed as an authorized contractor by any state or federal agency or Contractor is convicted of a felony.

7.2. State Remedies in the Event of Default.

If Contractor commits an Event of Default, the Department shall provide Contractor with written notice (by regular mail, hand delivery, overnight delivery, email, facsimile, or any other reasonable means), stating the nature of the default and providing a time certain for correcting it. The notice will also provide that, should Contractor fail to perform within the time provided, Contractor will be found in default and removed from the Department's approved vendor list. Unless Contractor corrects its failure to perform within the time provided, or unless the Department determines on its own investigation that the Contractor's failure is legally excusable, the Department shall find Contractor in default and shall issue a second notice stating (i) the reasons Contractor is considered in default, (ii) that the Department will reprocure or has reprocured the commodities or services, and (iii) the amount of the reprocurement costs if known. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.

The time allowed for correcting an Event of Default shall be ten (10) calendar days after receipt of written notice thereof; provided, however, if the obligation is of a nature that it could not reasonably be performed within ten (10) calendar days, such 10-day period may, at the Department's discretion, be extended so long as the Contractor begins performance within such 10-day period and thereafter diligently and continuously pursues performance, all being subject to Force Majeure.

If Contractor fails to correct an Event of Default, the State is entitled to any one or all of the following remedies:

- (a) Termination of this Contract, in whole or in part, with Contractor being entitled to payment only for completed Services (not for any pending lease transactions).
- (b) Termination of any or all other contracts with Contractor.

- (c) Pursuit of equitable relief and/or damages against Contractor to collect any actual damages, hold-over rents, liquidated damages, reprocurement costs, or other sums owed by Contractor hereunder.

Except for defaults of Contractor's subcontractors at any tier, Contractor shall not be liable for any damages if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Contractor and the subcontractor, and without the fault or negligence of either, Contractor shall not be liable for any damages for failure to perform, unless the subcontracted services or supplies were reasonably obtainable from other sources in sufficient time for Contractor to meet the required delivery schedule. If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Contract.

7.3. State Events of Default.

Any one or more of the following events shall constitute an "Event of Default" on the part of the State:

- (a) The State fails to timely pay all non-disputed amounts due under this Contract. The cure period for failure to pay shall be forty-five (45) calendar days from receipt of notice of failure to pay, unless State law allows a longer period to pay; or
- (b) The State breaches any other material obligation under this Contract. The cure period for a material breach by the State shall be forty-five (45) calendar days from receipt of notice of material breach.

7.4. Contractor Remedies in the Event of Default.

If the State fails to cure an Event of Default within the prescribed time, then the Contractor shall provide the State with a second written notice ("Termination Notice") reciting that Contractor intends to pursue termination of this Contract. The Termination Notice will not be effective unless it references this subsection 7.4. If the State fails to cure the Event of Default within ninety (90) calendar days from receipt of the Termination Notice, then the Contractor may terminate the Contract and recover the costs it actually incurred for authorized Services satisfactorily performed. To recover such costs, Contractor shall submit to the Department, within sixty (60) calendar days of termination, a request for payment of such amounts. Requests submitted later than sixty (60) calendar days after termination will not be honored and will be returned unpaid. In the event of termination, the Contractor shall work with the State in good faith to phase out the Services pursuant to section 8.5 below.

7.5. Exclusive Remedies.

The remedies provided and available to the State and Contractor in this Contract shall be (i) the exclusive remedies hereunder; (ii) in lieu of all other claims for reimbursement or payment, including but not limited to lost profits, consequential or indirect damages, office overhead, or costs for accelerating performance; and (iii) distinct, separate and cumulative remedies such that the election of one remedy shall not be construed as a waiver of any other remedy.

7.6. State May Cure Contractor Defaults.

If Contractor commits an "Event of Default" in the performance of any term, provision, covenant or condition on its part to be performed hereunder, the State may, upon notice to Contractor after the expiration of any curative periods for which provision is made in this Contract, perform the same for the account and at the reasonable expense of Contractor. If, at any time and by reason of such default, the State is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, such sum or sums, with a rate of interest if not established herein then as statutorily set by the State Comptroller (or successor), which together shall be repaid to the State by Contractor promptly when billed therefor.

Section 8

Termination Provisions

8.1. Term and Renewal.

The "Term" of this Contract shall be for a five (5) year period commencing upon the Effective Date. Subject to Chapter 287 of the Florida Statutes, and upon mutual written agreement, the Parties may renew the Contract, in whole or in part, for a total period not exceed 5 years on the same terms, conditions and prices set forth herein. Any renewal shall be in writing and signed by both parties. The Department shall provide written notice to Contractor regarding its intent to renew this Contract at least thirty (30) days prior to expiration. The Department shall rely on several factors in making the determination to renew including, but not limited to, satisfactory performance evaluations by the Department and the availability of funding. This Contract may not be renewed if Contractor has failed to substantially comply with any of the Contract requirements.

Upon the effective date of termination of this Agreement for any reason, the authority created hereby shall immediately cease, and Contractor shall have no further right to act as agent for the Department or otherwise perform or be paid for any Lease Transaction Services with respect to the period following the effective date of such termination.

Within fifteen (15) days subsequent to expiration or termination of this Agreement, Contractor shall furnish the Department, in writing (i) a list of prospects/landlords with whom Contractor has been negotiating a Lease Transaction, (ii) identification of the properties under consideration by each of the aforesaid prospects, and (iii) identification of the Eligible User. In the event a prospect appearing on the list enters into a contract subsequent to the date of said expiration or termination and a commission would otherwise be due, Contractor shall be entitled to receive a commission as provided herein, but only if the RSN is approved before the date of expiration or termination of this Agreement. If Contractor fails to provide such a list to the Department within fifteen (15) days subsequent to the date of expiration or termination the Department shall not be liable for any such compensation.

8.2. Suspension of Work.

The Department may in its sole discretion suspend any or all activities under this Contract, at any time, when in the best interests of the State to do so. The Department shall provide Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Contractor shall comply with the notice. Within ninety (90) days, or any longer period

agreed to by Contractor, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate this Contract in accordance with Section 8.3. Suspension of work shall not entitle Contractor to any additional compensation.

8.3. Termination for Convenience.

The Department, by written notice to Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. Contractor shall not perform any Services after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any.

If this Contract is terminated for convenience, the Department shall: (1) notify the contractor and shall, (2) notify all Eligible Users. For all work in progress, Eligible Users that have entered into contracts may choose to allow the contractor to complete current contracted work at agreed upon costs/rates and time frames or the Eligible User may cancel services being rendered. Should an Eligible User cancel work in progress the Eligible User shall reimburse Contractor for reasonable costs actually incurred in connection with the work. Contractor shall submit to the Eligible User, within sixty (60) calendar days of termination, a request for payment of such amounts. Requests submitted later than sixty (60) calendar days after termination will not be honored and will be returned unpaid.

8.4. Termination for Cause.

This Contract may be terminated for cause pursuant to Section 7 above.

8.5. Interim Services.

For a period of up to one hundred eighty (180) days after termination of the Contract, the Department may elect to purchase Interim Services from Contractor. Interim Services shall mean all of the same Services provided by Contractor in the month immediately preceding the termination. The Department shall pay Contractor for such Interim Services at a rate equal to the amount the Department paid the Contractor during the month immediately preceding termination of the Contract for those Services. Each month, Contractor shall provide the Department with a proper invoice, in accordance with Section 4, for the Services provided during the previous month. Contractor agrees to provide sufficient experienced personnel during the period of time Interim Services are being performed to support the State. If the scope of Services needed by the Department is reduced by the Department, Contractor agrees to negotiate in good faith on a reduction of the costs charged the Department for Interim Services.

Section 9

General Provisions

9.1. Advertising.

Contractor shall not publicly disseminate any information concerning this Contract without prior written approval from the Department, including, but not limited to mentioning this Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking Contractor's name and either a description of this Contract or the name of the State or the Department in any material published, either in print or electronically, to anyone except potential or actual authorized subcontractors.

9.2. Annual Appropriations.

The State's performance and obligation to pay under this Contract are contingent upon an annual appropriation by the Legislature.

9.3. Assignment; Change of Control.

Contractor shall not sell, assign, or transfer any of its rights, duties or obligations under this Contract, or under any Purchase Order, without the prior written consent of the Department. The Department may assign the Contract with prior written notice to Contractor of its intent to do so.

Contractor agrees not to transfer more than 49.9% of its interests without prior written notice to the Department. By execution of this Contract, Contractor represents that it has no knowledge of any plan to transfer more than 49.9% of its interests.

9.4. Antitrust Assignment.

Contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State. Therefore, Contractor hereby assigns to the State any and all claims for such overcharges as to goods, materials, or services purchased in connections with this Contract.

9.5. Compliance with Laws.

Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority, including Section 475.278, Section 255.25, and Chapter 287 of the Florida Statutes and Chapters 60A-1 and 60H of the Florida Administrative Code. By way of further non-exhaustive example, Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

Any changes in existing statute or regulation, or the promulgation of new regulations or the issuance of new statutes, shall not entitle Contractor to any extension of time, term, or increase in compensation. Upon mutual agreement, the Parties may amend the Contract in response to any changes.

9.6. Dispute Resolution.

The Parties acknowledge that efforts should always be made to avoid disputes through good communication and prompt requests for clarification and information. However, if a dispute arises under this Contract involving a State government entity, the Parties agree that the following procedures shall be the sole and exclusive procedures for resolution.

- (a) Executive Level Negotiations. The Contractor and the Eligible User will attempt in good faith to resolve any dispute arising out of or relating to this Contract (a "Dispute"), promptly by negotiation between executives of each side who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of the Services at issue. The Department's Director of Real Estate Development and Management shall be included in the negotiations to help mediate the Dispute. To the extent permitted by law, all negotiations shall be treated as confidential settlement negotiations for purposes of discovery and admissibility in a later legal action.

- (b) Legal Action. The Contractor and Eligible User will allow for at least thirty (30) days of executive level negotiations, commencing on the date the aggrieved party provides formal notice of the Dispute to the other party. If a Dispute is not resolved within this timeframe, the Eligible User shall reduce its decision to writing and serve a copy on Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, Contractor files with the Eligible User a petition for administrative hearing. The Eligible User's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- (c) Venue; Governing Law; Waiver of Jury Trial. The exclusive venue of any legal or equitable action that arises out of or relates to this Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

This Section shall survive termination of this Contract.

9.7. Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Such purchases are independent of this Contract, and the Department shall not be a party to any transaction between the Contractor and any other purchaser. Notwithstanding the foregoing, Contractor shall report and pay the fee as required by Section 4.2.3 for all transactions accomplished through the establishment of this Contract.

9.8. Force Majeure, Notice of Delay, and No Damages for Delay.

Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Contractor's control. In case of any delay Contractor believes is excusable, Contractor shall promptly notify the Department in writing of the delay or potential delay and describe the cause of the delay. No claim for damages, other than for an extension of time, shall be asserted against the Department. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

9.9. Employment Eligibility Verification.

Pursuant to state of Florida Executive Order No.: 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

9.10. Further Assurances.

The Parties will, without any additional consideration, execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Contract.

9.11. Indemnification.

Contractor hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of Contractor or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with any wrongful act or omission of Contractor, Contractor's employees, or Contractor's agents in connection with this Contract. If any claims for such damage or injury are made or asserted, Contractor agrees to indemnify, defend, and save harmless, the State, its officers, agents, servants, and employees from and against any and all such claims, and further from and against any and all loss, cost, expense, liability, damage, or injury, including legal fees and disbursements, that the State, its officers, agents, servants, or employees may directly or indirectly sustain, suffer, or incur as a result thereof. Upon request, Contractor shall assume the defense of any action at law or in equity which may be brought against the State, its officers, agents, servants or employees, arising by reason of such claims and shall pay the amount of any judgment that may be entered against them, individually, jointly or severally, in any such action.

Contractor also agrees to assume responsibility for, hold harmless, defend, and indemnify the State for payment of any expenses, costs (including delay costs), damages, penalties, taxes or assessments, including counsel fees and costs of defense, which may be imposed or incurred (a) under any Federal, State, or local law, ordinance or regulation with respect to any compensation of any person employed by Contractor; (b) under any Federal, State, or local law, ordinance or regulation with respect to discrimination in employment by Contractor on the basis of race, color, religion, sex, or national origin; (c) under any Federal, State, or local law, ordinance or regulation with respect to any claims or civil actions alleging deprivation of right, privilege, or immunity secured by the United States Constitution and laws pursuant to 42 USC Section 1983; and (d) under any Federal or State law relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

9.12. Right of Setoff.

The State may, in addition to other remedies available to it at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the State. The State may set off any liability or other obligation of Contractor or its affiliates to the State against any payments due Contractor under any contract with the State.

9.13. Independent Contractor Status of Contractor.

Contractor, together with its agents, subcontractors, officers and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of the State or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide

the Department with certification of such insurance upon request. Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

9.14. Lobbying and Integrity.

Contractor represents that it did not lobby the legislative, judicial or executive branches, including any State Agency, on any aspect of this Contract during the procurement process (i.e., from the time the Contract solicitation documents were released until this Contract was executed). Any misrepresentation in this regard may constitute grounds for the disqualification of Contractor and termination of this Contract.

In accordance with Section 216.347, Florida Statutes, Contractor may not expend any State funds for the purpose of lobbying the legislative, judicial or executive branches, or any State agency. This restriction does not apply to actions taken by Contractor to provide any information relating to any aspect of this Contract, if requested by legislative, judicial or executive branch, or any State agency.

Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Upon request of the Department's Inspector General, or other authorized State official, Contractor shall provide any type of information the Inspector General deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Contract. Contractor shall retain such records for at least three years after the expiration of the Contract. Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

9.15. Loss of Data.

In the event of loss of any State Data or record where such loss is due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for recreating such lost Data in the manner and on the schedule set by the Department, in addition to any other damages the State may be entitled to by law or this Contract.

9.16. Notices.

All notices under this Contract shall be served upon the Department by certified mail, return receipt requested, by reputable courier service, or delivered personally to each of the following:

Department of Management Services
Christina Espinosa, Contract Administrator
Departmental Purchasing
4050 Esplanade Way, Suite 335 Tallahassee, FL 32399-0950

Department of Management Services
Beth Sparkman, Bureau Chief
Division of Real Estate Development and Management
4050 Esplanade Way, Suite 315E
Tallahassee, FL 32399-0950

All notices under this Contract to be served upon Contractor shall be served by certified mail, return receipt requested, by reputable courier service, or delivered personally to:

CBRE, Inc.
William Gulliford, III, Managing Director
225 Water Street, Suite 110
Jacksonville, Florida 32202

And copied to:

CBRE, Inc.
Lee Ann Korst, Account Director
311 E. Park Avenue
Tallahassee, FL 32301

The Parties agree that any change in the above-referenced address or name of the contact person shall be submitted in a timely manner to the other Party. All notices and other communications under this Contract shall be in writing and shall be deemed duly given either (i) when delivered in person to the recipient named above, (ii) upon confirmation of courier delivery to the intended recipient, or (iii) three (3) business days after mailed by certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended.

9.17. Public Records.

If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- (i) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service;
- (ii) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, and all records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

The Department may unilaterally cancel this Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

9.18. Rights to Contract Materials and Databases.

Contractor agrees that all documents and materials prepared by Contractor for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. Upon removal of references to Contractor, the Department shall have the right to use the same without restriction and without compensation to Contractor other than that specifically provided by this Contract.

Contractor shall provide the Department with all documents, materials, data, notes, photographs, files, recordings and any other material, regardless of the physical form, made or received in connection with the Services provided under this Contract. All electronic records must be provided in a format that is compatible with the information technology systems of the Department.

Except as expressly provided above, Contractor shall retain all right, title and interest in any and all intellectual property: (i) created by Contractor prior to this Agreement, including without limitation Contractor's proprietary software programs and processes for providing services; (ii) created by Contractor during the term of this Contract in the normal course of business for Contractor's clients generally.

9.19. Security and Confidentiality.

Contractor, and its employees, subcontractors and agents, shall comply fully with all security and administrative procedures and requirements of the State in performance of this Contract. Contractor, and all subcontractors and agents, may be required to provide certification on an annual basis that they, and their employees, have complied with all State and Department security and administrative procedures and requirements. The certification must be signed by an executive of each company.

Notwithstanding any provision of this Contract to the contrary, Contractor shall provide immediate notice to Department in the event it becomes aware of any security breach, any unauthorized access to State Data (even by persons or companies with legitimate access), any unauthorized transmission of State Data (whether or not to people with legitimate access to the data), or of any allegation or suspected violation of the above, regardless of its source.

Except as required by law or legal process and after notice to the Department, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, subcontractors, officers, or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State. Contractor shall not be required to keep confidential information or material that is publicly available through no fault of Contractor, material that Contractor developed independently without relying on the State's confidential information or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

9.20. Accounting Records

The Contractor shall establish and maintain accounting records. The Contractor shall permit and shall require its contractors, subcontractors, and agents to permit the State's Auditor General or the Department's authorized representatives to, upon statutory or otherwise reasonable notice to the Contractor, and during normal business hours, inspect, and audit all work, books, accounts, materials, payrolls, and records pertaining to this Contract to ensure compliance with applicable laws and rules.

9.21. PUR 1000

The PUR 1000 (10/06) is incorporated into this Contract as terms and conditions.

9.22. Scrutinized Companies List

In executing this Contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

9.23. Geographic Location Of Data And Services

The State of Florida requires that all Data generated, used, or stored by Contractor pursuant to the prospective Contract will reside and remain in the continental U.S. and will not be transferred outside of the continental U.S. The state of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the continental U.S.

9.24. Waiver.

The delay or failure by a Party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

9.25. Representations and Warranty of Ability to Perform.

Contractor represents that all written information relating to its ability and qualifications to perform the Services that was provided by Contractor to the Department in response to the Invitation to Negotiate No. DMS 12/13-007 dated March 18, 2013, remains true in all material respects. Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of this Contract.

9.26. Entire Contract.

This Contract constitutes the full and complete agreement of the Parties and supersedes any prior contracts, arrangements and communications, whether oral or written, with respect to the subject matter hereof. Each Party acknowledges that it is entering into this Contract solely on the basis of the representations contained herein, and for its own purposes and not for the benefit of any third party.

As incorporated by reference the ITN as released and the Contractors full response to that action are part of this contract and are binding hereto.

9.27. Modification of Terms.

This Contract may only be modified upon mutual written agreement of the Department and Contractor. No oral agreements or representations shall be valid or binding upon the Department or Contractor. Contractor may not unilaterally modify the terms of this Contract by incorporating terms onto Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Department's acceptance of Service or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

Notwithstanding the above, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Services, provided that such changes are within the general scope of the Contract. The Department may make an equitable adjustment in the Contract price or schedule if the change affects the cost or time of performance.

9.28. Severability.

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent it is not in violation of law, or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

9.29. Execution in Counterparts; Authority to Sign.

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

THIS SPACE INTENTIONALLY LEFT BLANK.


SO AGREED:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: 
Stacy Arias, Deputy Secretary

4.9.14
Date

CBRE, INC

By: 
William Gulliford, Managing Director

4.8.14
Date

THIS SPACE INTENTIONALLY LEFT BLANK.



DMS Tenant Broker Contract (DMS 12/13-007A) Appendix 1: Tenant Broker Engagement Checklist

Engagement Title:

Eligible User:

Contractor:

The Contractor and the Eligible User shall use this checklist (or other appropriate scope of work) to define and confirm all deliverables, and if the deliverable will be in written form and expected due dates. Eligible Users may add such information to this form as needed.

		Is Required		Date Due
		Yes	No	
LEASE PRE-WORK				
1.	Determine/validate desired boundaries against business drivers.			
2.	Determine/validate primary decision criteria for selection of an "award."			
3.	Present summary of market rates, vacancy and absorption (current and trend) as defined below: a. Scope of summary (e.g. within 5 miles, All class B, etc.) b. Period for trend data c. Additional market information requested			
4.	List all state owned and leased real property with a radius defined here, as reported on publicly available state database and all excess space available. Radius: _____			
5.	Provide a written assessment identifying preliminary courses of action for lease with pro/con assessment and projected cost per occupant of each potential action.			
6.	Review and summarize subject lease action "fit" with recommendations in most recently submitted DMS Master Leasing Report and Strategic Leasing Plan.			
7.	Draft, review, and provide recommendations of any lease terms that may vary from approved lease forms (Section 60H-1.003, F.A.C.)			
8.	Draft, review, and provide recommendations of any lease terms that may vary from approved lease forms (Section 60H-1.003, F.A.C.)			
PROCUREMENT				
1.	Review and provide recommendations on, or draft, procurement documents.			
2.				
3.	Distribute procurement documents and associated notices as follows: _____			
4.	Assist the agency in responding to bidders questions.			
5.	Participate in bidder conferences/meetings.			
6.	Provide a written synopsis of each bid received to determine its adherence to the bid criteria and assist in the identification of "responsive" bids.			
7.	Create tour evaluation packages for site evaluators and conduct all site tours.			
8.	Provide an updated market rate analysis.			
9.	Serve as "Lead Negotiator" for the top site or site(s).			
10.	Provide updates on negotiation activities and interactions with bidders at following interval(s): _____			
11.	Provide summary of evaluations and recommended bidder to whom Eligible User should award in accordance with selection criteria.			
12.	Obtain a signed Commission Agreement.			
LEASE EXECUTION				
1.	Review and provide recommendations on, or draft, lease documents			
2.	Route lease documents to ensure complete execution			
PROJECT CLOSE OUT				
1.	Conduct lease transaction service close out review with Eligible User using Engagement Checklist to verify/validate completion of all agreed upon services.			



DMS Tenant Broker Contract (DMS 12/13-007A)

Appendix 2: Service Credit Hours Accounting Form

The Tenant Brokers shall use this form to provide a monthly accounting of credit hours

Year	Contract Service Credit Hours	Accrued Service Credit Hours
FY 2013-2014		
FY 2014-2015		
FY 2015-2016		
FY 2016-2017		
FY 2017-2018		
Subtotal		
Total		

Summary of Service Credit Hours Expended			
Description of Service	Eligible User	Date	Hours Used
Total Hours Expended			

Remaining Available Credit Hours	
---	--

By: _____

_____ Date

Print Name: _____



DMS Tenant Broker Contract (DMS 12/13-007A) Appendix 3: Credit Hour Direct Order Request & Approval Form

The Tenant Brokers and the Eligible Users shall use this form to define and confirm the scope of work/services; propose the approach and work products to be delivered, as well as the credit hours that will be used to provide them; and provide authorization to provide the requested work or services.

If additional space is required to provide necessary detail and specificity within sections A or B below, other documents may be included within these section by explicit reference therein.

Requested Service

A. Summary of Desired Work Product(S) / Service(S)	
<i>Eligible User Information</i>	[Name and Position/Title Agency]
<i>Short Descriptive Title for Work</i>	
<i>Scope of Work</i>	[Brief overview of services being requested]
<i>Specific Milestones or Deliverables</i>	
<i>Period of Performance</i>	

B. Tenant Broker Proposal to Accomplish Work	
<i>Proposed Work Breakdown</i>	
<i>Proposed Credit Hours Allocated</i>	
<i>Proposed Timeline</i>	
<i>Tenant Broker Information</i>	[Name and Position/Title Company]

C. DMS Acceptance & Authorization to Proceed	
<i>Approved to Proceed</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Date</i>	
<i>Approver's Name & Signature</i>	

CONTRACT NO.: DMS-12/13-007A
BETWEEN
THE DEPARTMENT OF MANAGEMENT SERVICES
AND
CBRE, INC.

AMENDMENT NO.: 1

THE PARTIES agree to amend Contract No. DMS-12/13-007A (the Contract), effective upon execution, as follows:

1. Section 2.3.1 Contractor Compensation, is replaced in its entirety to read as follows:

2.3.1 There is no Contractor compensation in excess or in addition to those payments established herein for Services.

2.3.1 Compensation for Lease Transaction Services and Portfolio Strategy Services.

The compensation for performing the Lease Transaction Services allowed under this Agreement, Contractor shall receive either the Commission paid by the subject landlord through the Eligible User as indicated below. Payments shall be made based on the aggregate of each of the amounts of the gross base rent of the lease. (For example: a five (5) year lease (base term) with a total obligation of \$2,765,432 will have a commission bill as follows: the first \$0 - \$500,000 bills at 3.5%, the next \$500,001 - \$2,500,000 will bill at 3.25% and the last \$2,500,00 - \$2,765,432 will bill at 3.0%). All payments for lease transaction services as well as any other services procurement under this contract must be evidenced by either a purchase order or a two party written Commission Agreement.

Table 1 - Commission Schedule

Type of Lease Agreement Negotiated	Maximum Compensation Rate	
New leases ¹	Total Aggregate Gross Base Rent of the Base Term of the Lease as indicated above	Maximum Rate
	The first \$ 0 - \$ 500,000	3.50%
	The next \$ 500,001 - \$2,500,000	3.25%
	The next \$ 2,500,001 - \$4,500,000	3.00%
	The next \$ 4,500,001 - \$6,499,999	2.75%
	The next \$ 6,500,000 and over	2.50%
Lease renewal, lease modifications, stay-in-place lease, lease extension, lease expansion	2% of the rent to be paid for the term of the action. ²	

¹ At DMS's discretion and approval, a lease that has been substantially restructured to decrease the effective rental rate for leased space, resulting in a notable reduction in the overall lease costs in accordance with the objectives established in the annual *Strategic Leasing Plan* can be considered a "new lease" for the purposes of compensation.

² If the existing lease term is incorporated in a new transaction, such term (or value) shall be excluded from the commission calculation.

Type of Lease Agreement Negotiated	Maximum Compensation Rate
All leases for warehouse, hangar or storage space	2% of the sum of the annual rent to be paid over the initial term of the lease for leases 0-5,000 square feet Leases over 5,001 square feet follow the new lease chart above.
Independent Market Analysis	\$ <u>225.00</u> per IMA
Broker Opinion of Value or a Broker Price Option - Undeveloped Properties*	\$ <u>500.00</u> per BOV/BPO
Broker Opinion of Value or a Broker Price Option - Developed Properties	\$ <u>250.00</u> per BOV/BPO

*Undeveloped properties is defined a property that contains no structures.

Rates in excess of those established in Table 1 are not authorized.

Commissions received by the Eligible User on behalf of Contractor shall be paid to Contractor as indicated herein. However, under no circumstances shall Commissions become payable by Eligible User until such payments have been remitted to the Eligible User by the subject landlord.

Commission installments are paid as follows:

New leases:

50% upon full execution of the lease documents by the landlord the Eligible User and DMS; and 50% upon occupancy by the Eligible User of the leased premises.

Renegotiated/Modified Leases:

Should the lease be in the same location and thereby not requiring a move on the part of the Eligible User the commission shall be paid 100% at time of full lease execution by the landlord the Eligible User and DMS.


All Other Actions

Payment will be made as indicated on the purchase order or contract document.


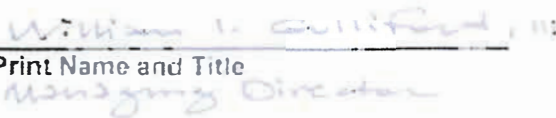

2. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof. All other terms and conditions of the Contract and shall remain in full force and effect.

SO AGREED by the Parties' authorized representatives on the dates noted below:

DEPARTMENT OF MANAGEMENT SERVICES


Stacy Arias, Deputy Secretary

Date

CBRE, INC.


Signature

Print Name and Title

Date

**CONTRACT NO.: DMS-12/13-007A
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
CBRE, INC.**

**AMENDMENT NO.: 2
(RENEWAL NO.: 1)**

This Amendment to Contract No.: DMS-12/13-007A (the "Contract") is by and between the State of Florida acting through the Florida Department of Management Services (the "Department") and CBRE, Inc. (the "Contractor"), collectively known as the "Parties"

Therefore, the Parties agree to amend the Contract as follows:

1. Pursuant to Section 8.1. Term and Renewal, the Contract is renewed for five (5) years beginning April 9, 2019, and ending April 8, 2024.
2. Section 9.17. Public Records, is hereby revised to add subitem (v) as follows:

(v) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

3. Section 9.22. Scrutinized Companies List, is hereby revised to read as follows:

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S., respectively, or is participating in a boycott of Israel. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

4. Section 9.30. Cooperation with the Inspector General, is hereby incorporated into the Contract as follows:

9.30. Cooperation with the Inspector General


Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

- 5. This Amendment is hereby made a part of this Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.

- 6. This Amendment is effective April 9, 2019.

SO AGREED by the Parties' authorized representatives on the dates noted below:


FLORIDA DEPARTMENT OF MANAGEMENT SERVICES



Tom Berger, Director
Real Estate Development and Management
6/19/18

Date

CBRE, INC.



Signature
William J. Gulliford III, Sr Managing Director

Print Name and Title
6.18.18

Date